The Solicitors' Journal

VOL. LXXXI. **Saturday, January 30, 1937.** No. 5

SUBSCRIPTIONS: *The Solicitors' Journal* may be ordered from any newsagent in town or country, or, if preferred, obtained direct from the Publishers, 29–31, Breams Buildings, London, E.C.4.
Annual Subscription: £2 12s., *post free*, payable yearly, half-yearly, or quarterly, in advance.
CONTRIBUTIONS: Contributions are cordially invited, and must be accompanied by the name and address of the author (not necessarily for publication) and be addressed to The Editor, *The Solicitors' Journal*, 29–31, Breams Buildings, London, E.C.4.
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Current Topics.

The Civil List.

ONE of the first duties devolving upon Parliament on the accession of a new Sovereign is the settlement of what is known as the Civil List, that is, the annual income granted to the monarch to meet his personal expenditure and certain specific charges thrown upon it. Historically, the subject has a great interest in that it has varied from time to time both as to its amount and as to the sources from which it has been derived. Previously to the Revolution it was customary for Parliament at the commencement of each reign to grant to the King the ordinary Crown revenues consisting of the rent of the Crown lands, the proceeds of the Post Office, certain licences and the products of certain other taxes. At the accession of WILLIAM and MARY, Parliament fixed the annual revenue of the Crown in time of peace at £1,200,000, and the principle that the King's regular and domestic expenses should be restricted to a fixed annual sum was subsequently adhered to, this policy being still further developed by the later surrender of the hereditary revenues by GEORGE IV and WILLIAM IV. Till a comparatively late period the charges on the Civil List comprised not merely the personal expenditure of the Sovereign and the upkeep of the royal household, but likewise various salaries, as, for example, those of the Lord Chancellor, the judges and the Speaker of the House of Commons, all of which are now charged on the Consolidated Fund. Now the payments on the Civil List are confined to the sums allotted to the Sovereign's privy purse and expenses of the household, royal bounty and alms, works, and a certain small amount unappropriated. The editor of the latest edition of Anson's "Law and Custom of the Constitution," notes that during the last decade the amounts received annually from the surrendered Crown lands greatly exceed the total Civil List payments, the surrender being, therefore, a definite source of profit to the State.

Road Traffic Bill: Sharing a Taxi-cab.

THE Road Traffic Bill was read a second time in the House of Commons last Friday week. Lieut.-Col. MOORE-BRABAZON, who moved the second reading in the absence abroad of Sir ASSHETON POWNALL, its real sponsor, explained that the Bill, which seeks to amend s. 61 of the Road Traffic Act, 1930, and s. 3 of the Road and Rail Traffic Act, 1933, was a fairly simple one, dealing with two small points. The first of these has already been dealt with at some length in these columns, and relates to the practice commonly known as sharing, or perhaps more dramatically as "splitting," a taxi, which, save in circumstances covered by the provisions of s. 61 of the Road Traffic Act, 1930, is at present illegal (see *Newell* v. *Cross*; *Same* v. *Cook*; *Same* v. *Thorne*; *Same* v. *Chenery*, 80 SOL. J. 674). The other section of the Bill seeks to empower the Minister of Transport to grant A, B and C licences for longer periods than is possible under the existing law. The attitude of the Government was indicated by Captain A. HUDSON, Parliamentary Secretary to the Ministry of Transport, who said, in reference to the first point, that in drafting the Road Traffic Act, 1930, Parliament endeavoured in s. 61 to meet certain special cases in respect of race meetings, public gatherings, etc. That proviso still stood and was not affected by the Bill. Experience had shown, however, that Parliament drew the Act wider than was intended. The conditions included (see 80 SOL. J. 963) were such that there would be no real difficulty in *bonâ fide* cases of "splitting a taxi," but anyone who sought to use the Bill to get round the ordinary licensing law would have great difficulty in doing so. In regard to the extension of the currency of carriers' licences, the Government, it was intimated, thought that the experimental period might now be assumed to be over. The necessity for renewing carriers' licences at such frequent intervals imposed an unnecessary burden on the operators and the licensing authorities. It was pointed out that, before exercising the powers of extending conferred under the Bill, the Minister of Transport would consult the Transport Advisory Committee, and would be obliged under the Road and Rail Traffic Act, 1933, to consult all the interests concerned before making any regulations. It might, the same speaker indicated, be necessary in Committee to ask the promoters to amend the Bill slightly, but the Bill should be a useful addition to the traffic law, and the Government hoped that the House would pass it.

Family Inheritance: The New Bill.

THE Inheritance (Family Provision) Bill was read a second time in the House of Commons on 22nd January. Its main provisions were indicated in a "Current Topic" in our issue of 12th December last, but, as it may be assumed that the matters dealt with are of particular interest to lawyers, it may be repeated that the Bill empowers the court, upon certain conditions and at its discretion, to order such reasonable provision as it thinks fit to be made out of the net estate of a testator for a surviving spouse or child for whose maintenance the testator has failed to make reasonable provision by will. Thus far the Bill follows the lines of one of similar title introduced in 1934. A new clause provides that the court shall be the High Court, the Court of Chancery of the county palatine of Lancaster, or the Court of Chancery of the county palatine of Durham, or the county court where those courts respectively have jurisdiction; provided that no county court shall have jurisdiction before 31st December, 1939, and that where the net value of the estate does not exceed £2,000 proceedings under the Act may by county court rules be assigned to the county court. In the course of the debate in the House a considerable variation of opinion concerning the extent of the evil which the Bill is designed to remedy was manifested. The view that the evil was less prevalent than is commonly supposed, but that the minority of cases justified legislative provision, seems to have been the most general. One speaker, a member of the Joint Select Committee of both Houses on whose report the Bill was founded, while agreeing that so long as a couple remained together it should be the duty of the husband to support the wife, denied that there was after the death of one an inherent and inalienable right of the other to share the fortune, and he thought that more harm than good was likely to result from interference with a man's testamentary provisions. But in view of the fact that the matters with which the Bill was concerned would have to be dealt with in the courts, the Bill could do very little harm, and it was possible that it might do some good. This aspect of the matter was alluded to by one of the supporters of the Bill, who said that it was a healthy thing to extend the practice of entrusting the courts with discretion.

The Solicitor-General's Views: Government Attitude.

THE Solicitor-General pointed to the very general agreement in the House and outside that there was an evil which, if it could be remedied, should be remedied, but he said that it would not be candid with the House to pretend that the Bill did not present several difficulties or completely meet the situation. He drew attention to the absence in the Bill of any provision against voluntary settlements which would evade the purpose of its promoters. On the other hand, it might, he thought, do something that was worse than leaving the slur on those who survived, by cutting out the widow or child. If the Bill became law it would probably be found that testators would be forced to include in their wills, not a mere inference, but a precise statement why they had cut out their wives or a particular child, and it would be by no means easy for the courts to find out where the rights and wrongs lay. It did not, the speaker continued, always follow that the exclusion of a person from a will was an act of injustice, or that provision had not previously been made; or, indeed, that the best interests of a party were served by forcing a testator to put into black and white the circumstances which had made him draft his will in a particular way. Another matter alluded to was the very heavy burden cast on the court which had to look into all the circumstances of the case. The Solicitor-General stated that the Government did not oppose the Bill at that stage. They would consider carefully the course of the debate, and the degree of unanimity expressed. In the light of those matters and of the difficulties he had outlined, the Government would have to make up their mind whether they could support it at a later stage.

The Marriage Bill: Amendments in Committee.

BRIEF mention should be made of three amendments to the Marriage Bill which have been accepted by the Standing Committee. The first was moved by Mr. W. P. SPENS, K.C., and provides for the deletion of the clause which made incurable drunkenness a ground for divorce. Allusion was made by the mover of this amendment to the difficulty of deciding what degree of drunkenness should be a ground of divorce, and the Solicitor-General urged that if the clause came out it would not make any substantial difference to the Bill as it stood. A second amendment, put forward by Mr. A. P. HERBERT, relates to the deletion of the sub-clause which provided that a ground for divorce should exist where the respondent was undergoing imprisonment under a commuted death sentence. The third, moved by Mr. LYONS, introduces a new sub-clause providing that divorce shall be granted to a wife where the husband has, since the marriage, been guilty of objectionable practices.

Firearms at School.

THE TIMES recently made reference to a letter appearing in its columns commenting upon the apparent ease with which, it was said, schoolboys were able to obtain possession of firearms. Cases were cited in which tragic results had followed the craze among schoolboys about firearms, and it was suggested that the Home Office should make it a serious offence for anybody to sell a firearm to a boy while at school, and that schoolmasters should pay special attention to the matter with a view to obtaining possession of the guns and punish the delinquents severely. The law on the matter is sufficiently clear and, it would seem, adequate. An official at the Home Office made reference to the Firearms Act, 1934, which makes illegal the possession of any firearm or airgun by a person under seventeen years of age, and makes it an offence to sell any such weapon to any person under seventeen. While the law, the official stated, had to provide for young persons to be able to learn to shoot, there was no excuse for them to have firearms in their possession. Reference was then made to the present law under which nobody is permitted to be in possession of a firearm, or to purchase one, except on the production of a certificate issued by the police to buy a specified weapon. In the paragraph to which reference had been made it was intimated that inquiries in other directions showed that parents were often at fault in permitting their children to have pistols and other weapons which might be the cause of tragic happenings.

Ribbon Development Restriction: Appeals.

SECTION 7 (4) of the Restriction of Ribbon Development Act, 1935, provides that where an applicant for a consent (relating to a means of access to a road or the construction of a building, etc., nearer the centre of a road than the prescribed distance —see ss. 1 and 2 of the Act) is aggrieved by a decision of the highway authority withholding the same or imposing any condition, he may appeal to the Minister of Transport who is empowered to make an order and whose decision is final. The section continues: "Provided that, before determining any such appeal, the Minister shall, if required either by the highway authority or by the applicant, cause a local inquiry to be held in public, and in giving his decision upon any such appeal the Minister shall publish a summary of the facts as found by him and of his reasons for the decision." A letter published in our correspondence columns last week draws attention to a decision in a case where neither of the parties required a public inquiry to be held, but the matter involved was of general interest as is, doubtless, the case with many other appeals of the same kind. The question how far the results of these cases will be generally available thus becomes a matter of some importance. This question of publication is raised in a further letter published in our correspondence columns this week. It may be noted in this connection that the Act does not require publication except in regard to the

results of appeals which are the subject of a local inquiry within the above-quoted proviso. We understand, however, that decisions of both kinds are filed at the Ministry of Transport, and that the files are open to inspection. It appears, also, to be the practice of the Ministry to circularise to the local press concerned information regarding the results of local inquiries.

Poor Persons Procedure.

THE attention of readers may be drawn to the second edition of "Legal Aid in the High Court: Procedure under the Rules of the Supreme Court (Poor Persons), 1925-1936, and List of Poor Persons Committees," which has just been issued by H.M. Stationery Office, price 6d. net. The publication indicates what steps must be taken by an applicant for legal aid under the Poor Persons Rules, deals with such matters as the filing of a certificate by the conducting solicitor, and the obtaining of a memorandum under the seal of the court, and sets out the kinds of proceedings to which the rules apply. The list of Poor Persons Committees throughout the country is followed by the text of such of the Rules of the Supreme Court as have particular application to proceedings of this character with the requisite forms. The usefulness of the pamphlet, which runs to thirty-six pages, both for practitioners who undertake this work, as also for those who do not, need not be stressed.

Maintenance Arrears.

THE attention of readers is drawn to the following statement taken from *The Times*, which was made by Sir BOYD MERRIMAN, P., during the hearing before a Divisional Court of the Probate, Divorce and Admiralty Division, on Wednesday, of an appeal for a reduction in the amount of a maintenance order, and which indicates a change in the law effected by the Money Payments (Justices Procedure) Act, 1935. The learned President pointed out that under s. 7 of the Married Women (Summary Jurisdiction) Act, 1895, a court of summary jurisdiction was authorised at any time, on "fresh evidence" to the satisfaction of the court, to alter, vary or discharge any maintenance order, or increase or diminish the amount. But by s. 9 of the Act of 1935, the court might vary the amount without the necessity of "fresh evidence," on cause being shown. Moreover, under s. 8 (2) of the Act of 1935, on such application they might remit the payment of any sum which a husband had been ordered to pay or any part thereof. The object of those provisions was that magistrates might deal with such applications on a basis of reality, no useful purpose being served by continually sending men to prison for arrears.

Recent Decisions.

IN *Lincolnshire Sugar Co. Ltd.* (*In Liquidation*) v. *Smart* (*H.M. Inspector of Taxes*) (*The Times*, 22nd January), the House of Lords affirmed a decision of the Court of Appeal, which had reversed a decision of FINLAY, J., and held that sums described as "advances" and made to the company under the British Sugar Industry (Assistance) Act, 1931, out of moneys provided by Parliament were supplementary trade receipts and, as such, to be taken into computation in arriving at the company's profits and assessable to tax under Case I of Sched. D of the Income Tax Act, 1918.

In *Kelly* v. *Wyld* (*The Times*, 23rd January), it was held that the payment of £100 out of the funds of the Civil Service Clerical Association to the National Council of Labour as a contribution to a fund organised by that body for the relief of distress among women and children occasioned by the conflict in Spain was not *ultra vires* the association, and an action for a declaration that it was *ultra vires* and for consequential relief was dismissed with costs. In the course of his judgment LUXMOORE, J., said that the matter complained of was not in fact directly connected with the civil war in Spain.

In *Re Roberts' Will Trusts; Younger* v. *Lewis* (*The Times*, 23rd January), where a testatrix gave certain settled legacies on trusts set out in the will, and provided that, subject thereto and to the payment of testamentary expenses, debts, etc., the residuary estate was to be divided, subject to further legacies, between certain named persons, it was held that the income and withdrawal fees charged by the bank trustee in respect of the settled legacies were payable respectively out of the income and capital of those legacies, and not out of the residuary estate. Cases relating to annuities, *Re Hulton* [1936] Ch. 507, and *Re Riddell* [1936] Ch. 747, were distinguished.

In *Sones* v. *Foster* (*The Times*, 21st January), the plaintiff obtained damages for breach of duty in the advice and treatment given to him by the defendant, a nature cure practitioner whom, he said, he called in as a consultant or specialist to advise him on the treatment and cure of inflammation of a toe and swelling on the leg. ATKINSON, J., ruled out evidence directed to show that the defendant had represented himself to be an orthodox medical man, because that had not been pleaded, and directed the jury to deal with the case only on the assumption that the defendant was representing himself to be a naturopath of a high order.

In *Auckland Corporation and Another* v. *Alliance Assurance Co. Ltd.* (p. 96 of this issue), the Judicial Committee of the Privy Council upheld a decision of the Court of Appeal of New Zealand to the effect that the capital and interest secured by debenture bonds issued by the corporation in payment for the purchase of the tramway system of the City of Auckland were, on the basis that the holder had exercised his option to be paid in London, payable in English currency. Coupons provided that "on presentation . . . at the Bank of New Zealand, London, England, or Auckland, New Zealand, at the option of the holder for the time being on and after the 1st day of January, 1936, the bearer will be entitled to receive £2 12s. 6d." The respondents, it was held, were entitled to receive in respect of each coupon the sum of 13s. 1d. representing the difference in value between sterling and New Zealand currency as applied to the amount expressed in the coupon.

In *Cahill* v. *London Co-operative Society* (*The Times*, 27th January), a claim by a member of the defendant society, suing on behalf of himself and his fellow members, for a declaration that the society was not entitled to allocate any of its profits to a political fund, or for the purpose of political propaganda, or for conducting any local or Parliamentary elections, on the ground that such allocation was *ultra vires* the society, failed. Rule 29 (5) of the society's rules provided that 5 per cent. of the net profits should be allocated in equal shares to educational and political objects. This rule, it was held, was not *ultra vires* as contravening any provision of the Industrial and Provident Societies Act, 1893.

In *Rex* v. *Railway Assessment Authority; ex parte Mayor, etc., of Southampton* (*The Times*, 22nd January), a Divisional Court discharged (*a*) a rule *nisi* for a writ of *certiorari* which had been granted at the instance of the rating authority directing the Railway Assessment Authority to remove into the court to be quashed entries relating to the Southampton Dock undertaking in the Revised Railway Valuation Roll of the Southern Railway; and (*b*) a rule *nisi* for a *mandamus* directing the Authority to determine the value of the undertaking according to law. The assessment of this undertaking had been reduced by the proportion by which the whole undertaking of the Southern Railway was reduced as a result of the decision of the House of Lords in *Railway Assessment Authority* v. *Southern Rly. Co.; London County Council and Others* v. *Same* (80 SOL. J. 223). The contention of the rating authority that in using a purely arithmetical method to arrive at the revised figure for the dock undertaking the Assessment Authority had not carried out its statutory duty was negatived by the court.

The Rules of the Supreme Court.

V.—THE MODERN SYSTEM OF PLEADING.

A PLAINTIFF once, conducting his case in person—it was an action for libel—and being allowed the traditional latitude of such a litigant, turned to the jury and said: "Why, the defendant, by his own written defence, admits his guilt! In paragraph 1 he denies that he ever wrote the words. He then proceeds to say that the words do not mean what they say, and he subsequently contradicts himself in paragraph 3 by asserting that the words are true! The next paragraph puts forward the plea that the occasion was privileged and that the words were spoken *bonâ fide* and without malice. How can you, members of the jury, believe a man who blows so hot and cold?"

We lawyers take the technique of pleading so much for granted that the more numerous and inconsistent the grounds of claim or plea that we can devise, the better. Indeed, for such a speech, we smile at, if we do not pity, the litigant. And yet, is it—after all—so wide of the mark? If the trial of an action be a battle, the more and the subtler the points of attack or defence, the better. But if it is a case of who is right in a private quarrel, and who is wrong, would not a person be inclined to say: "State the real issues between you shortly and simply and just concentrate upon those."

Now this was the whole object of the Common Law Procedure Act, 1852, which, abolishing forms of action, began to sweep away the curiosities of the old system of pleading to which, in his "Personal Actions at Common Law" (1929), Mr. Ralph Sutton, K.C., called such delightful attention. Since that day, procedure, it is true, has been revolutionised; but can it really be said that modern pleadings concentrate—shortly and simply—upon the real issues? Mr. Sutton (at p. 202) cites an incisive passage from Lord Parker's speech in *Banbury* v. *Bank of Montreal* [1918] A.C. 626 (at p. 709):—

> "The present practice appears to me to have most of the vices of the old procedure in Chancery. There are pleadings, it is true, but the pleadings are for all practical purposes disregarded. The plaintiff is allowed to prove what he likes and set up any case he can. The judge has no longer to deal with the case formulated on the pleading, but to make up his mind whether on the facts proved there is any, and what, case at all."

The old system was rigid, precise and pedantic; the modern method—although "based upon the old principles of law and pleading": per Scott, L.J., in *Bruce* v. *Odhams Press Ltd.* (1936), 52 T.L.R. 224 (at p. 227)—has sacrificed clarity and accuracy to a vague and often formless prolixity. Is not a re-orientation required towards a shorter and more simple precision which will crystallise the issues that the parties really wish to be tried?

Here, again, the words of the rule are clear; it is the interpretation and the practice that have led to the present confusion. These are the first words of Ord. XIX, r. 4:—

> "Every pleading shall contain, and contain only, a statement in a summary form of the material facts on which the party pleading relies for his claim or defence, as the case may be, but not the evidence by which they are to be proved."

Now, by r. 5, the Master has power to disallow the costs occasioned by prolixity, and by r. 27 the court may order to be struck out any matter in any pleading which may be "unnecessary or scandalous" or "which may tend to prejudice, embarrass, or delay the fair trial of the action." Although, *ex facie*, the court of its own motion has power to do this, yet, in fact, an application is made on summons, and that, too, should be made promptly, although the rule specifically states that the power may be exercised "at any stage of the proceedings." The note of the learned editors in "The Annual Practice" (1937), at p. 371, reads:—

> "This is a general provision for enforcing the preceding rules. Its language is wide, but its operation has been, to some extent, limited by the decisions given on it."

How many pleadings contain *only* what the rule says they should contain? Can it usually be said that pleadings are couched "in a summary form"? Even the claim in an ordinary running-down action is not invariably brief or succinct. Often, when a claim is laid alternatively, say in negligence, nuisance and under *Rylands* v. *Fletcher*, on roll the interminable paragraphs in long and pompous tautology. (Was language given us to express or to conceal our thoughts?) Under rr. 13 and 17 allegations of fact must be denied specifically or stated to be not admitted; otherwise they are generally taken to be admitted. Defences normally consist—at least in part, and often altogether—of long and cumbrous denials of facts not seriously in issue (if in issue at all) and so phrased that the plaintiff does not properly know whether a substantial defence exists or not.

Facts, and not law, should be pleaded. Although inferences of law need not be stated, it is often felt wiser and safer rather to state than to omit. In the case of *Lever Brothers Limited* v. *Bell* [1931] 1 K.B. 557, fraud and *mistake of fact* had been pleaded in an endeavour to rescind a compensation agreement. The case was fought on the issue of fraud and after the evidence was completed, mutual mistake was raised for the first time. Wright, J., in the Court of Appeal held that the money was recoverable, having been paid under a *common mistake as to the legal relations between the parties.* (The decision was reversed by the House of Lords [1932] A.C. 161, but this—it is submitted—despite the remarks of Lord Atkin, at p. 216, does not affect the following observations). Scrutton, L.J. (at pp. 582, 583) said that the court deals with the "legal result of pleaded facts," even though the legal result is not stated in the pleadings. Lawrence, L.J., thought that since all the facts had been ascertained, the objection to amendment was merely technical (at p. 591). Greer, L.J., pointed out that it was sufficient to allege the facts giving rise to a legal right of action, and:—

> "Although sometimes advisable, it is not necessary to state in the pleadings the legal result of those facts" (at p. 601).

What are "material facts" it may not always be easy to decide; draftsmen, on the whole, prefer to take the line of caution and plead too much rather than too little.

But it is upon the distinction between "material facts" and "the evidence by which they are to be proved," that doubts and difficulties arise. "No averment must be omitted which is essential to success" ("The Annual Practice" (1937), at p. 341). Scott, L.J., in his penetrating judgment in *Bruce* v. *Odhams Press Ltd.* (1936), 52 T.L.R. 224 (at p. 228), examined the meaning of "material facts," saying that:—

> "The word 'material' means necessary for the purpose of formulating a complete cause of action; and if any one 'material' statement is omitted, the statement of claim is bad."

He shows how the "penumbra" between "material facts" and "particulars" often renders it difficult to demarcate the two spheres; the same applies to the distinction between "material facts" and "evidence." Here too, the cautious pleader prefers to be "on the safe side" and to state rather than to omit.

The modern system of prolix pleading tends to conceal rather than to disclose the real issues, and certainly, which issues are going to be fought. Naturally, pleaders "put everything in," lest they be surprised by some new piece of evidence and must needs ask for an amendment—to be met by the words of the rubric: "An application for costs thrown away."! For the defendant, it is thought wiser to put the plaintiff to proof of all his case; hence, much less use is made of admissions than is reasonable to expect. Whether the framers of Ord. XIX foresaw the evolution of the modern

type of pleadings, is highly questionable. Indeed, r. 5 imposes upon the pleader the duty of following the forms in Appendices C. D and E where applicable. According to the note in "The Annual Practice," these forms "are not to be slavishly adhered to"—a warning, indeed, for all the use that is made of them—hardly necessary! But it would really be preferable if those forms were to be followed or, at least, were more frequently used than is the present custom among pleaders. Their brevity and conciseness are both refreshing and remarkable.

Thus, it is the practice perhaps, even more than the rules of pleading, that need to be re-cast. A return to the "summary form"; the statement of "facts," not law; the exposition of "material facts" only; the exclusion of evidence; all this is sound theory and would prove sound in practice. But can the modern pleading be radically shortened and simplified except by a change in attitude of the learned masters and judges in chambers or without a new declaration of what every pleading should contain—and only contain—and what omit? By recasting Ord. XIX, a great part of the current case law upon its present interpretation might cease to be applicable; the court would then be in the position of being able to write upon the new Order as upon a *tabula rasa*.

Let the plaintiff set out the material facts shortly and simply, without periphrasis or circumlocution, omitting ponderous alternatives and concealed statements or expositions of law. Let him state the facts upon which he actually *relies*. If the real defence is simply: "prove your case," let the defendant, in effect, say so. Let him admit, on the pleading, what he can, instead of indulging in a general denial; and let him narrow, instead of broaden the issues: there is always power to amend if it should later prove necessary. After all, in the great majority of ordinary actions, however voluminous the pleadings, the issues to be tried can be put into a very few sentences. How pleasant a thing and how rare it is, to hear, on occasion, learned counsel rise at the outset from behind a pile of papers and say to the learned judge: "My learned friend and I are agreed that the only issue between him and myself is thus and thus. If he proves these facts and those, I admit that he succeeds on the facts. It will then be for me to establish the following proposition of law which, I will respectfully submit, will entitle me to judgment."

Is not this, in the last analysis, the ultimate function of pleadings?

(To be continued.)

Costs.

AGREEMENTS WITH CLIENTS.

A RECENT inquiry from a subscriber suggests to us that we might profitably enquire into the statutory regulations with regard to the remuneration of solicitors other than by the scales authorised by the Acts and Orders.

It will be remembered that the remuneration of solicitors in respect of conveyancing business is regulated by the Order of 1882, made under the Solicitors Remuneration Act, 1881, as amended by subsequent Orders. The Act of 1881 is now superseded by the Solicitors Act, 1934, but the Orders made under the former Act are kept alive by s. 82 of the latter Act.

So far as contentious business is concerned, the remuneration of solicitors is regulated by the Acts or Rules made in respect of the particular class of business concerned. Thus, the costs of solicitors in respect of actions in the High Court or the District Registries, with certain exceptions with which we are not immediately concerned, are regulated by Appendix N of the Supreme Court Rules, whilst the costs in respect of County Court proceedings are regulated by the County Courts Act, 1934, and the County Court Rules, 1936, as amended.

Now, in the absence of anything to the contrary, the remuneration of a solicitor in respect of these various classes of business is, as we have stated, regulated by the Order or other statutory provision appropriate thereto, and the question that has been raised is whether the solicitor has any right or authority to go outside these regulations.

So far as non-contentious work is concerned, the solicitor has an option either to elect before he undertakes the work to be remunerated by detailed charges, instead of by the scale remuneration provided by the Order of 1882 in respect of completed conveyancing matters, or else to make an agreement with his client, either before the work is undertaken or during the course of the business, as to the basis upon which he shall be remunerated for his services.

The notice of election to charge in detail for his services must be made in writing delivered to the client under r. 6 of the General Order of 1882. Once he has given notice to charge in detail under Sched. II, the solicitor cannot revert, at his option, to the remuneration provided by the scales under Sched. I of the Order.

The right to enter into an agreement with the client to vary the authorised basis of remuneration in respect of non-contentious business is granted by s. 57 of the Solicitors Act, 1934. This section provides that the solicitor and his client may make an agreement in writing as to the remuneration to be paid to the solicitor, and the remuneration provided by the agreement may be by a gross sum, or by commission or percentage, or by salary or otherwise. It will be observed that the section states that the agreement must be in writing, and it is instructive to notice that in the case of *In re Bayliss* [1896] 2 Q.B. 102, it was held that an account which had been signed by the client, and which contained an item described as "costs as agreed," was not sufficient to satisfy the requirement that the agreement shall be in writing.

The remuneration stated in the agreement must be fair and reasonable, and the agreement will not be enforced by the courts merely on the ground that it constitutes a legally enforceable arrangement between the client and his solicitor, for the proviso to sub-s. (4) of the section states that where a solicitor relies upon such an agreement the taxing master may enquire into the facts and certify them to the court, and if, on the face of the taxing master's certificate, it appears that the agreement is unfair and unreasonable, the court may order the agreement to be cancelled. It will be observed, though, that the court will not take this step on the mere allegation that the agreement is unreasonable, if the allegation is unsupported by confirmatory evidence, see *In re Palmer* (1890), 45 C.D. 291.

Turning now to the matter of contentious business, we find that provision is made in s. 59 of the Solicitors Act, 1934, for a solicitor to agree with his client as to the basis of his remuneration, so as to take the matter out of the ambit of the provisions that would otherwise apply. Again the agreement must be in writing, and may provide that the solicitor shall be remunerated by a gross sum, by salary or otherwise.

Although the terms of this section are wide, they cannot be read as permitting the solicitor to enter into an agreement to be remunerated on the terms that he shall be paid only in the event of the action being successful. Thus, he cannot undertake any debt collecting business, which involves the taking of legal proceedings, on the basis that he receives by way of remuneration a percentage of the amount ultimately recovered. On the other hand, there is nothing to prevent his undertaking debt collecting or rent collecting on a percentage basis, provided it is clear that in the event of legal proceedings being necessary to enforce payment, he will receive his proper remuneration in respect of the work done in and about the action or, at least, remuneration which is not dependent as to amount on the sum recovered. Similarly, a solicitor may not undertake an action for damages

on the basis that he is to receive a proportion thereof, if any are recovered, by way of remuneration.

Certain difficulties arise when it comes to enforce such an agreement, for sub-s. (2) of s. 60 of the 1934 Act provides that *no* action shall be brought upon an agreement made under s. 59 of the Act, but any person claiming rights under the agreement shall apply to the court, and the latter may, after due consideration of the facts, enforce or set aside the agreement.

Further, it is specifically provided by sub-s. (5) of the section that if any of the business covered by such an agreement is business done or to be done in any action, then the amount payable under the agreement shall not be *received* by the solicitor until the agreement has been examined and allowed by a taxing master.

It will be seen from the above that any attempt to vary the prescribed basis of remuneration, at least so far as contentious business is concerned, will involve the solicitor in a certain amount of difficulty if it ever becomes necessary to take steps to enforce payment of the amount of remuneration provided for under the agreement.

Company Law and Practice.

The Right of a Debenture-holder to Present a Winding-up Petition.

THE right of a debenture-holder to petition for the winding up of a company depends on his being a creditor of the company, and his procedure will be qualified by the nature of his debt. The position is governed by s. 170 of the Companies Act, 1929, which so far as is relevant for our present purposes runs as follows :—

"(1) An application to the court for the winding up of a company shall be by petition, presented, subject to the provisions of this section, either by the company, or by any creditor or creditors (including any contingent or prospective creditor or creditors), contributory or contributories, or by all or any of those parties, together or separately :

Provided that :

* * * *

(*c*) The court shall not give a hearing to a winding up petition presented by a contingent or prospective creditor until such security for costs has been given as the court thinks reasonable and until a *primâ facie* case for winding up has been established to the satisfaction of the court."

There are two lines of division which must be kept in mind. The first is between cases where there is a covenant by the company to pay the amount secured by the debenture and/or interest to the debenture-holder, and cases where there is only a covenant to pay trustees of a trust deed ; the second is between cases where money is actually owing on the security of the debenture and cases where there is no present debt. The simplest case is that of the ordinary debenture-holder who is owed money on the security of his debenture at the date of the presentation of the petition. There can be no doubt that he is a creditor of the company, and accordingly one of the persons whom s. 170 declares to be entitled to present a petition. Thus, in *In re Olathe Silver Mining Company*, 27 Ch. D. 278, the company had issued debentures payable to bearer. Payment was secured by a trust deed which contained a covenant by the company with the trustees of the deed for payment of principal and interest in the usual manner. The company also agreed by the debentures to pay the amount secured to the bearer. Interest being in arrear, a debenture-holder presented a petition to wind up the company, and it was held that he was entitled to do so. For the company it was argued that the debenture-holder was only entitled to recover any moneys owing to him through the trustees of the trust deed, and that in consequence he was not a creditor of the company, and so not qualified to present his petition. Pearson, J., however, in his judgment, pointed out that in the debenture itself the covenant was not one for payment to the trustees of the deed, but an agreement between the company and the individual debenture-holder. This distinguished the case before him from *In re Uruguay Central and Hygueritas Railway Company of Monte Video*, 11 Ch. D. 372 (to which I will refer again below), where there was no covenant with the individual debenture-holders. Before presenting a petition the debenture-holder must always be careful to see that there is a contractual relationship between himself and the company. In *In re Olathe Silver Mining Company, supra*, the debenture was a bearer debenture. In *In re Chapel House Colliery Company*, 24 Ch. D. 259, a winding-up petition was presented by the holder of a registered debenture, and in such a case the same considerations apply, though in fact the petition in *In re Chapel House Colliery Company, supra*, was dismissed on the ground that the petitioner could not gain anything by the making of an order which in addition was opposed by the vast majority of the other creditors. The court will always have regard to the wishes of the creditors as a whole and the wary petitioner will first ascertain the attitude of his fellow creditors before presenting his petition.

I now come to *In re Uruguay Central and Hygueritas Railway Company of Monte Video, supra*, which illustrates the position where the loan is secured by a trust deed and the company has covenanted with the trustees of the deed but not with the individual debenture-holders. The company had issued certain mortgage bonds and had covenanted with the trustees (*inter alia*) for payment to the bearer of the debenture of the principal sum secured, and payment of interest to the bearer of the coupons which were annexed to the debenture. Interest fell into arrear and the holder of a small number of bonds petitioned the court for the winding up of the company. The petition was opposed by all the other bond-holders and this circumstance would have been sufficient in itself to justify the dismissal of the petition. But the petitioner could not have succeeded in any event, as he was not a creditor of the company. "Neither the bearer of a bond as to principal nor the bearer of a coupon as to interest was a creditor of the company, either at law or in equity, within the meaning of the Companies Acts, his right of action being through the trustees only." In the words of Jessel, M.R., the bond-holders and coupon-holders were "merely *cestuis que trust* of a charge, having a right, no doubt, to put their trustees in motion to compel payment under the covenant, but not having any independent right to sue the company . . ." *In re Dunderland Iron Ore Company Limited* [1909] 1 Ch. 446 is another case where a winding-up petition was dismissed on similar grounds. In that case on an issue of debenture stock a trust deed was entered into by the company with trustees, providing that the company would pay the interest on the stock direct to the stock-holders and that the receipt of the stock-holders should be a good discharge to the trustees and to the company. Each stock-holder received a certificate stating the rate of interest and the dates for payment, and certifying that the stock-holder was the registered holder of the stock which was "issued subject to the provisions contained" in the trust deed. But, unfortunately, there was no express covenant with the stock-holder for payment of interest to him. The stock-holder's certificate referred to the provisions of the trust deed, but the "provisions contained" in that deed for payment of interest to the stock-holder constituted a covenant by the company with the trustees only. Interest fell into arrear and a petition was presented by holders of stock to the value of £2,500, supported by holders of a further £100,000 worth. It was held, dismissing the petition, that the stock-holders were not creditors of the company as the

company had never entered into any covenant with them for payment of any sum.

Before the passing of the Companies (Consolidation) Act, 1907, a contingent or prospective creditor of the company could not present a petition to wind up the company and accordingly a debenture-holder to whom nothing was presently owing by way of principal or interest could not petition: see, for instance, *In re Melbourne Brewery and Distillery* [1901] 1 Ch. 453. Now, however, such a creditor may petition subject to the obligations imposed by s. 170 (1) (*c*) of the Companies Act 1929, that is to say, he must give security for costs and he must establish a *primâ face* case to the satisfaction of the court.

A debenture-holder's debt may be disputed by the company just as any other debt may be disputed. If this is so, the court may either dismiss the petition or adjourn it pending the determination of the question of liability in an action. Which course is adopted depends on the view the court takes of the petitioner's *bonâ fides*. *In re Gold Hill Mines*, 23 Ch. D. 210, is an example of the dismissal of a petition. The petitioner alleged the insolvency of the company but adduced no evidence in support of his contention beyond the statutory affidavit. The company, on the other hand, produced evidence which went to show that the petitioner's claims were *bonâ fide* disputed, and that the company was in fact solvent. The petitioner was a disgruntled ex-employee of the company. Bacon, V.-C., ordered all proceedings to be stayed until the trial of an action to be brought by the petitioner, but the Court of Appeal, finding that the petition was "a scandalous abuse of the process of the Court" dismissed it with costs. This course was followed in the later case of *In re Rhodesian Properties* [1901] W.N. 130, where the proceedings were again stigmatised as an abuse of the process of the court. Where the petitioner's proper remedy (if any) is an action for debt he will not be allowed to take a malicious short cut by petitioning for the winding up of the company. Where, however, both parties are acting *bonâ fide* and there is a genuine dispute, the court will not dismiss the petition, but will adjourn it until the dispute has been decided in an action. The court on being satisfied that there is a substantial question in issue between the parties will direct that an action be brought: see *In re King's Cross Industrial Dwellings Company*, 11 Eq. 149.

The last case to which I want to refer on this point is that of *In re Anglo-Bavarian Steel Ball Company* [1889] W.N. 80, which reveals a curious sequence of events. A creditor of the company obtained judgment against the company and presented a winding-up petition. Subsequently the judgment was reversed by a Divisional Court and the creditor appealed to the Court of Appeal. Before the appeal came on for hearing, the company applied to have the petition dismissed with costs, the creditor on the other hand contending that in the circumstances and pending the hearing of his appeal the proper course was to adjourn it. In any case he submitted that he should not have to pay costs. It was held that the petition must be dismissed with costs. The position at the moment was that the judgment on which the petition was based had been reversed and that the petitioner was, therefore, no longer a creditor of the company. At first sight this may seem a little hard on the petitioner, who had had every right to present a petition when he did so, but the moral seems to be that unseemly haste in the presentation of a petition is punished and that a creditor should wait until there is no possibility of his debt vanishing, and proving to have been no better than the baseless fabric of a petition.

Mr. Horace Parr Scatliff, solicitor, of Pulborough, Sussex, and Chelsea, left property of the gross value of £18,211, with net personalty £4,920. He left a large silver "Team Trophy," which he won outright many years ago, with his turbits, to the British Dairy Farmers' Association (of London), to be known as "The Scatliff Memorial Trophy."

A Conveyancer's Diary.

Entailed Estates and Interests.

Last week I dealt with some of the questions arising with regard to entailed estates and interests under the 1925 legislation, and this week I propose to consider the position of a tenant in tail who wishes to dispose, not of his interest, but of the whole fee simple in the land of which he is (now in equity only) such tenant and to receive the purchase money for his own use.

Apart from any question as to over-riding charges, a tenant in tail in possession has by the transitional provisions of the L.P.A. and the S.L.A., if so entitled at the commencement of those Acts, the legal estate in fee simple vested in him, his tenancy in tail being an equitable estate only. He becomes entitled to a "vesting deed" which declares that the fee simple is vested in him.

The tenant in tail may, however, execute a disentailing assurance, regarding his equitable interest, before any vesting deed has been executed. In such a case the question arises, what is his right to sell the legal fee simple and receive the purchase money freed from any entail?

It was decided in the well-known case of *Re Alefounder's Will Trusts* [1927] 1 Ch. 360, that the tenant in tail in such a case being the person in whom both the legal estate in fee simple and the equitable estate in fee simple (the equitable estate in tail having been barred) was able to make a good title apart from the S.L.A., and in fact in (as it might be put) defiance of the provisions of that Act.

The first relevant section of the S.L.A., 1925, is s. 13, which enacts that where a tenant for life or statutory owner has become entitled to have a principal vesting deed or vesting assent executed in his favour, then until a vesting deed has been executed any purported disposition of the settled land by any person other than a personal representative (not being a disposition of an equitable interest) shall not take effect, except in favour of a purchaser of a legal estate without notice of any settlement, but shall operate only as a contract to carry out the transaction after the requisite vesting instrument has been executed.

That section would, at first sight, seem to prevent any conveyance of the legal estate until a vesting instrument has been executed in accordance with the Act.

Re Alefounder's Will Trusts shows, however, that where there has been no vesting instrument, a tenant in tail in equity having barred the entail may dispose of the legal estate in fee simple.

In that case a tenant in tail in possession at the end of 1925 without any over-riding trusts or incumbrances executed a deed barring the entail, and it was held that he could convey the legal estate in fee simple without a vesting deed having been executed. The decision of Astbury, J., in that case was based upon two grounds: (1) That when the entail was barred, the quondam tenant in tail had the whole equitable as well as the legal estate vested in him and the land had then ceased to be settled land and had become removed from the operation of s. 13 of the S.L.A.; and (2) that the word "disposition" in s. 13 must be read as meaning a disposition under the S.L.A., which the vendor was not purporting to do.

Then there is s. 18 (1) of the S.L.A., which was mentioned and relied upon in the case referred to. That sub-section enacts in effect that where land is the subject of a vesting instrument and the trustees have not been discharged in the manner provided in the Act, then any disposition by the tenant for life or statutory owner of the land shall be void, except for the purpose of conveying or creating such equitable interests as he has power in right of his equitable interest and powers to convey or create.

That sub-section clearly only applies where there has been a vesting instrument and was consequently not material in *Re Alefounder's Will Trusts*.

It is clear, therefore, that if there has been no vesting instrument, a tenant in tail in possession in whom the legal estate in fee simple became vested under the transitional provisions of the L.P.A. and the S.L.A., can convey the legal estate in fee simple and receive and give a good discharge for the purchase money.

The question, however, arises as to the position of a tenant in tail in whose favour a vesting instrument has in fact been executed.

The tenant in tail can, of course, sell under his statutory powers as a tenant for life, but in that event the purchase-money must be paid to the trustees of the settlement and not to him. But I think that he might avoid that by conveying his equitable interest in fee simple to a purchaser, who will then be in a position to avail himself of the provisions of s. 18 (2) (*b*) of the S.L.A., which enacts that the restrictions imposed by the section do not affect the right of a person of full age who has become absolutely entitled to the settled land free from all limitations, powers and charges, taking effect under the trust instrument, to require the land to be conveyed to him. Consequently the purchaser may require the estate owner (the tenant in tail) in whom the legal estate is vested to convey it accordingly.

The result achieved is therefore the same, whether there has been a vesting instrument or not.

It is true that, where there has been a vesting instrument, there are technically three things that must be done: (1) a disentailing assurance of the equitable interest in tail, (2) a conveyance of the equitable fee simple to the purchaser, and (3) a conveyance of the legal estate in fee simple by the estate owner, i.e., the former tenant in tail.

I see no reason why all this could not be done in one deed, but it seems that a purchaser could not be compelled to accept a conveyance in that form. Where there has been a vesting deed, a purchaser might insist upon having a conveyance from the estate owner in exercise of his statutory powers under the S.L.A., or upon there being a deed of discharge executed before the conveyance. A conveyance by the estate owner in the way that I have suggested would be a conveyance of the legal estate with the concurrence of a person (the estate owner himself) entitled to the equitable interest, and so such as a purchaser would not be obliged to take under the L.P.A., 1925, s. 42 (1). At the same time, I do not see why a purchaser should insist upon his rights in that connection, especially where there are no trustees of the settlement, and the estate owner would be put to the unnecessary expense of having trustees appointed, involving, as it might, an application to the court for the purpose.

Landlord and Tenant Notebook.

Greg v. *Planque.*

The trial of the counter-claim in *Greg* v. *Planque* [1936] K.B. 669, C.A., involved the determination of a number of points of construction, some of which are well worth noting. The clause of the lease construed had been carefully drawn, and can be criticised only in the light of that wisdom which comes so easily after the event. No draftsman can, after all, be expected to foresee and provide for all possible contingencies.

The subject-matter of the lease was part of the ground floor and the basement (the head-note of the case omits the basement, but it should be mentioned) of a house, the upper part of which was let out in flats. A flue, encased in wood, passed along the ceiling of the basement; its function was that of part of the central heating apparatus by which the flats were warmed. That apparatus did not serve the premises demised to the defendant, who was a court dressmaker.

The clause which came up for discussion gave the landlord the right to enter upon the demised premises at reasonable hours during the daytime for the purpose of executing repairs of or upon the other parts of the messuage, making good all damage thereby occasioned.

In an action for rent, the tenant counter-claimed for trespass, negligence, and breach of covenant, complaining that the plaintiff, when having the flue cleaned and swept, had permitted soot to damage part of her stock. To this counter-claim there were three distinct lines of defence: the flue was not another part of the messuage; it had not been repaired; and any damage done, not being done to the demised premises, was outside the scope of the landlord's obligation to make good. Mr. Justice du Parcq acceded to the plaintiff's arguments on the third point only. The three learned lords justices who tried the appeal devoted varying amounts of attention to the three points, but were unanimous both in upholding the judgment on the first two points and in reversing it on the third point.

The question whether the flue was or was not another part of the messuage was examined at greatest length by Slesser, L.J., who pointed out that in order to succeed the plaintiff must show one of three things: that he had an express easement, that he had an implied easement, or that the flue was actually part of the premises demised to the defendant. As the lease mentioned other easements specifically but not the flue, the first contention would be hopeless. As to an implied easement, the only possibility was an easement of necessity, and while there had been some conflict of authority on the subject, an easement of necessity must, according to the decision in *Union Lighterage Co.* v. *London Graving Dock Co.* [1902] 2 Ch. 557, be such that without it the property could not be used at all. The third proposition would imply a right on the tenant's part to stop up the flue, if she felt so inclined. Hence there could be no doubt that the flue was another part of the messuage.

The question whether cleaning it constituted a repair is of more general interest. It may be recalled that a few years ago, in *Bishop* v. *Consolidated London Properties, Ltd.* (1933), 102 L.J. K.B. 257, du Parcq, J., held that the removal of a dead pigeon from a gutter-pipe was within the scope of a covenant obliging the covenantor to repair that gutter-pipe. Discussing that decision in Vol. 77, p. 652, the "Notebook" pointed out that it extended the meaning of the word "repair" given by Buckley, L.J., in *Lurcott* v. *Wakely and Wheeler* [1911] 1 K.B. 905, C.A., which limited the connotation to work involving "restoration by renewal or replacement of subsidiary parts of a whole." And as the latter authority had not been cited in the course of *Bishop* v. *Consolidated Properties Ltd.*, I suggested that it would be as well for draftsmen who intended repairing covenants to extend to the removal of extraneous matter to continue to insert the words "and cleanse." In view of the new authority, itself a decision of the Court of Appeal, this advice can now be revised. Renewal can now be considered to be only one form of repair. The judgment of Scott, L.J., is particularly cogent on this point, his lordship illustrating his opinion by the homely example of decarbonization of the cylinders of a car which refuses to function until that process be performed.

The remaining question, on the meaning of "making good all damage," was one on which there was but little authority. The landlord relied on *Crofts* v. *Haldane* (1867), L.R. 2 Q.B. 194, but that case hardly afforded an analogy, and is not likely to have been the foundation of the judgment in the court below, which was now reversed. The authority in question arose out of a party wall question under one of the precursors of the present London Building Act, the question being whether a statutory right to increase the height of the wall on condition that damage occasioned to adjoining premises were made good entitled the party on whom the right was conferred to interfere with a neighbour's common law right to light. Apart from the fact that different kinds of rights were dealt with, there was, however, the qualification of "to adjoining

premises," expressed in the statute: and the clause of the lease dealt with made no mention of premises. It was largely by reference to the circumstances of the lease, i.e., to the nature of the premises and to that of the trade to be carried on by the tenant, that the Court of Appeal decided that the words covered the damage done to her chattels. It must not, therefore, be assumed that every similarly worded clause will be similarly construed. Questions might well arise as to whether, in particular circumstances, such a phrase as "making good all damage thereby occasioned" might not even cover injury to persons, e.g., in the case decided, if soot had entered and damaged an eye of the tenant or of one of her employees, would the plaintiff have been liable?

Our County Court Letter.

THE REMUNERATION OF WELL SINKERS.

In the recent case of *Hitchings* v. *Glass*, at Cirencester County Court, the claim was for £18 10s. as the balance of an account for work done. The plaintiff's case was that, having been asked to find water for the defendant, he did so with a white-thorn fork, and agreed to start sinking the well for £1 a foot. The plaintiff did not agree to go any further for £1 a foot than was profitable, and he went down 12 feet 6 inches at a cost of £15. Thinking that the defendant would meet him, the plaintiff did not then say that he could not go any deeper for £1 a foot. After going down 24 feet 6 inches the plaintiff was told that it was no good going any lower, as the defendant had decided to bore. Water was eventually found at a depth of 144 feet. The plaintiff sent in a bill for £12 10s. for the first 12 feet and £3 per foot for the second 12 feet, but had only been paid £30. The defendant's case was that the price quoted was 22s. per foot, but the plaintiff agreed to start at £1 a foot, subject to a fresh agreement after a depth of 30 feet. His Honour Judge Kennedy, K.C., held that the plaintiff should have asked for a fresh agreement after going down the first 12 feet. Judgment was accordingly given for the defendant, with costs. For prior references under the above title, see (1935), 79 Sol. J. 588, 936.

OVERHAUL OF YACHT.

In *White* v. *Hamble River Yacht Engineering Co. Ltd.*, recently heard at Southampton County Court, the claim was for damages for breach of contract. The plaintiff's case was that his yacht "Moreta," having been taken out of the water at the end of the 1935 season, was to remain on the slips until the latest possible date for fitting out prior to Whitsuntide, 1936. The defendants had quoted £30 for hauling out the boat and re-launching, which they subsequently suggested should take place on the 23rd March. The plaintiff pointed out that extra hands would have to be employed, in order to carry out the necessary work by that date, but the defendants refused to reimburse him for the extra cost. The plaintiff therefore did not waive the original stipulation, as to launching near to Whitsuntide, but the yacht was nevertheless launched on the 23rd March. Certain work on the propeller shaft had not been done, and the plaintiff therefore incurred extra expense in dry docking. The defence was that there was no agreement to leave the yacht on the slipway until an unspecified date between Easter and Whitsuntide, and the 1st April was definitely mentioned. The work on the propellers could have been carried out within fourteen days, without extra expense. His Honour Judge Barnard Lailey gave judgment for the plaintiff for £35 and costs.

CATTLE ESCAPING ON HIGHWAYS.

In the recent case of *Birkin* v. *Towlson*, at Nottingham County Court, the claim was for £23 9s. 6d. as damages for negligence. The plaintiff had been driving his car on the 31st October, at about 5.30 p.m., and had dimmed his head-lights on meeting a motor cycle, which had done the same. Suddenly two horses galloped out of a field, apparently driven by a man, and one horse knocked the motor cyclist over and the other hit the front of the motor car, doing damage to the amount claimed. Both horses then galloped away, and it transpired that the defendant's farm was on the opposite side of the road from the field, which he also used. The defence was a denial of negligence, as all precautions were taken to warn people of the presence of horses. The wagoner had let one horse out, when he saw the car coming. He therefore ran back to stop the other horse, but, being too late, he held out his hand as a warning. His Honour Judge Hildyard, K.C., was not satisfied that the horses were driven across the road in a proper manner. Judgment was therefore given for the plaintiff, with costs. The recent county court cases on this subject, and their bearing on *Heath's Garage Ltd.* v. *Hodges* [1915] 2 K.B. 370, were discussed in a leading article under the above title in our issue of the 4th July, 1936 (80 Sol. J. 524).

Obituary.

MR. H. J. H. MACKAY.

Mr. Herbert James Hay Mackay, M.A., LL.B., barrister-at-law, of Old Square, Lincoln's Inn, died on Friday, 22nd January, at the age of seventy-eight. Mr. Mackay, who was called to the Bar in 1887, was a member of the Middle Temple and Lincoln's Inn.

MR. H. WINSTANLEY.

Mr. Hubert Winstanley, barrister-at-law, of Knutsford, Cheshire, died on Saturday, 16th January, at the age of eighty-three. Mr. Winstanley, who was called to the Bar by Lincoln's Inn in 1877, was a Registrar of the Manchester District of the Chancery Court of the County Palatine of Lancaster from 1883 to 1921, when he retired. Since that time he had frequently acted as Deputy of the Chancellor during vacations. Mr. Winstanley was one of the original authors and editors of "The Annual Practice."

MR. H. COOKE.

Mr. Henry Cooke, solicitor, senior partner in the firm of Messrs. Bristows, Cooke & Carpmael, of Copthall Buildings, E.C., died on Saturday, 23rd January, at the age of seventy-four. Mr. Cooke was admitted a solicitor in 1886.

MR. J. E. FLETCHER.

Mr. James Ernest Fletcher, solicitor, senior partner in the firm of Messrs. A. & J. E. Fletcher, of Northwich, died recently at the age of eighty. Mr. Fletcher was admitted a solicitor in 1877. He was clerk to the Northwich Rural Council for twenty-eight years.

MR. W. C. KENDALL.

Mr. William Clarke Kendall, solicitor, head of the firm of Messrs. W. C. Kendall & Fisher, of Ulverston, died on Thursday, 21st January, at the age of sixty-nine. Mr. Kendall, who was admitted a solicitor in 1892, was President of the North Lonsdale Law Society.

MR. R. PEAKE.

Mr. Ronald Peake, solicitor, a partner in the firm of Messrs. Peake & Co., of Bedford Row, W.C., died on Friday, 22nd January, at the age of seventy-five. Mr. Peake, who was admitted a solicitor in 1883, was chairman of Frederick Hotels. He was also a director of the East Surrey Water Company and of the Law Fire Insurance Company.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

The Rights of Riparian Owners.

Q. 3411. Blackacre adjoins a dyke. About half a mile away there are two fields which flood. Blackacre is being developed as a building estate and probably 60 to 100 houses will be erected thereon. The water from the roofs and roads will be diverted by means of a sewer into the dyke. It is contended by owners of the fields which flood some distance away that the owners of Blackacre have no right to divert their rain-water into the dyke and that their only right is for such water as naturally percolates through the ground. We contend that the proposition made by the owners of the land which floods is inaccurate. Is this so ?

A. The owners of the land which floods are correct in their contention. It is stated in Halsbury's " Laws of England," Vol. 28, para. 838, that " Every riparian owner . . . in an artificial channel of a permanent character, has, as incident to his property in the riparian land, a proprietary right to have the water flow to him in its natural state in flow, quantity and quality, neither increased nor diminished, whether he has yet made use of it or not." See also *Price's Patent Candle Company, Ltd.* v. *London County Council* [1908] 2 Ch. 526. The decision in that case turned partly on the circumstances that there was pollution by sewage. It was apparently agreed, however, that the discharge of storm water alone on the land might constitute a nuisance. Although, in the present case, the owners of the land which floods are technically correct, they would have to prove as a fact that the increased liability to flooding constituted a nuisance. They would possibly have difficulty in discharging this onus of proof, as the situation arising will not be comparable to that in *Hesketh* v. *Birmingham Corporation* [1924] 1 K.B. 260. The owner of Blackacre will continue liable (if at all, on the question of fact as to nuisance) until such time as the sewer vests in the local authority. The latter will be immune from liability under the *Hesketh Case, supra.*

Redemption of Tithe Rent-charge.

Q. 3412. A client of ours is the owner of a lay tithe arising from an old Inclosure Act of 1797 and award thereunder. We wrote to the Tithe Redemption Commissioners (under the Act of 1936) with reference to the redemption thereof, and are informed that in their opinion as it is not charged under the Tithe Act of 1836, it would not appear to be a tithe rent-charge within the meaning of the definition in the Tithe Act, 1936, s. 47, and would not therefore be extinguished by that Act so that particulars should not be supplied. Will you kindly state whether you agree with this ruling and think that it should be accepted as final. Also, if the Tithe Acts do not apply to this tithe rent-charge, we presume that the rules as to recovery of arrears of tithe and that only two years' arrears can be recovered will also not apply, and that the method of collection laid down will not apply. The original Inclosure Act and award provide for the recovery of arrears by distress, but presumably this should be done through the county court and in the manner laid down in the rules as to ordinary tithe.

A. The tithe is not payable " in pursuance of the Tithe Acts," within the definition in s. 47 (1) of the recent Act, and is therefore not extinguished. The ruling of the commission should therefore be accepted as final. The arrears recoverable are not limited to two years, nor do the statutory methods of collection apply. The county court has no jurisdiction to distrain, and the distress should be levied by the owner's own bailiff.

Possession of Cottage.

Q. 3413. A was for many years the owner-occupier of a small cottage the rateable value of which was under £13. Two years ago he purchased a house next door and converted this into shop premises. He also used one room of the cottage to make part of the shop, this room being a front room on the ground floor. He moved from the cottage to the shop and let the remaining part of the cottage. About six months ago a tenant took possession of the remaining part of the cottage at 10s. a week. He has proved to be an unsatisfactory tenant, and the landlord wishes to take possession. The cottage was not registered as de-controlled, as at the time when registration should have been effected A was the owner-occupier himself. Is this house controlled by the Rent Acts ? If not, what is the authority ?

A. Registration was unnecessary. A was the owner-occupier until 1934, and therefore the Rent Acts never applied to the dwelling-house. The words of the Rent, etc. Restrictions (Amendment) Act, 1933, s. 2 (2), are " if . . . it is proved that but for the provisions of the said section 2 of the Act of 1923 the principal Acts would have applied to the dwelling-house." The house was not " let " on the 18th July, 1933 (the date of commencement of the 1933 Act), and was therefore never controlled. Nevertheless, it can rank as de-controlled. See *Goudge* v. *Broughton and Lloyd* v. *Cook* [1929] 1 K.B. 103.

Shop Assistant's Restrictive Covenants.

Q. 3414. A.B. made a written application for a post as shop assistant in response to an advertisement. In response thereto he received a letter from the employer indicating wages, etc. offered, and in the letter was contained the following statement, " you would, of course, give me an undertaking not to open or take a position with anyone within a 10 miles radius," with a further note that if the applicant accepted the position he could commence his duties on the date named. He accepted the position at the time, namely April, 1930, and has remained in the situation until now. The employer has recently sold the business, and the assistant wonders what his position is. Is he subject to the restraint of trade referred to, although he has not signed any written agreement with the employer setting out the terms of the engagement or any condition imposing the restraint ? It is anticipated that he will receive notice terminating his engagement, and intends setting up business in the same town as the employer's place of business is situated, if there is nothing to prevent him doing so. Can it be said that although the undertaking asked for was not given there was an implied acceptance of the terms of engagement sufficient to enable the employer to bring an action against the assistant if he sets up in business on his own account ?

A. The undertaking is unlimited as to time, and is therefore void, as it exceeds what is necessary for the reasonable protection of the employer. The undertaking was also personal to the first employer and does not enure for the benefit of his assigns. The first question is answered in the negative, as the undertaking would still have been void, even if it had been signed by the assistant, for the reason given above. The second question therefore does not arise.

COUNTY COURT CALENDAR FOR FEBRUARY, 1937.

Circuit 1—Northumberland, etc.
HIS HON. JUDGE THESIGER
Alnwick,
Berwick-on-Tweed, 9
Blyth,
Consett, 19
Gateshead, 2
Hexham,
Jarrow, 8
Morpeth, 22
†*Newcastle-upon-Tyne, 10 (R.B.), 11 (B.), 12 (J.S.), 18, 23 (A.)
North Shields, 24 (B.), 25
South Shields, 3, 4

Circuit 2—Durham, etc.
HIS HON. JUDGE RICHARDSON
Barnard Castle, 18
Bishop Auckland, 24
*Durham, 15, 16 (*R.B. every Tuesday*)
Guisborough, 12
†*Middlesbrough, 2, 17 (J.S.), 26
Seaham Harbour, 1
†*Stockton-on-Tees, 9 (B.), 23
Stokesley (*as business requires*)
†*Sunderland, 10 (B.), 11, 25
†West Hartlepool, 5, 19

Circuit 3—Cumberland, etc.
HIS HON. JUDGE ALLSEBROOK
Alston, 20
Appleby, 19
†*Barrow-in-Furness, 11, 12
Brampton, 25
*Carlisle, 16
Cockermouth,
Haltwhistle,
*Kendal, 24
Keswick, 11 (R.)
Kirkby Lonsdale, 16 (R.)
Millom, 13
Penrith, 27
Ulverston, 10
†*Whitehaven, 17
Wigton, 15
Windermere, 26
*Workington, 18

Circuit 4—Lancashire.
HIS HON. JUDGE PEEL, O.B.E., K.C.
Accrington, 16
*Blackburn, 1, 3 (R.B.), 8, 15 (J.S.)
†*Blackpool, 3, 4, 5 (R.B.), 10, 17 (J.S.)
*Chorley, 11
Clitheroe, 9 (R.)
Darwen, 19 (R.)
Lancaster, 5
†*Preston, 2, 9, 12 (J.S.), 19 (R.B.)

Circuit 5—Lancashire.
HIS HON. JUDGE CROSTHWAITE
†*Bolton, 10, 17, 23 (J.S.)
Bury, 8, 15 (J.S.)
*Oldham, 11, 18, 25 (J.S.)
*Rochdale, 19 (J.S.), 26
*Salford, 9 (J.S.), 12, 16 (J.S.), 22, 24 (J.S.)

Circuit 6—Lancashire.
HIS HON. JUDGE DOWDALL, K.C.
HIS HON. JUDGE PROCTER
†*Liverpool, 1, 2, 3, 4, 5 (B.), 8, 9, 10, 11, 12 (B.), 15, 17, 18, 19 (B.), 22, 23, 24, 25, 26 (B.)
St. Helens, 10, 24
Southport, 9, 16, 23
Widnes, 12
*Wigan, 11, 25

Circuit 7—Cheshire, etc.
HIS HON. JUDGE RICHARDS
Altrincham, 10, 17
*Birkenhead, 4 (R.), 11, 12, 18 (R.), 24 (R.), 25, 26
Chester, 2, 22
*Crewe, 19
Market Drayton,
*Nantwich,
Northwich, 18
Runcorn, 23
Sandbach,
*Warrington, 4, 15, 18 (R.)

Circuit 8—Lancashire.
HIS HON. JUDGE LEIGH
Leigh, 19
†*Manchester, 1, 2, 3, 4, 9, 10, 11, 12 (B.), 15, 16, 17, 18, 22, 23, 24, 25, 26 (B.)

Circuit 10—Lancashire, etc.
HIS HON. JUDGE BURGIS
*Ashton-under-Lyne, 5, 22 (R.B.)
*Burnley, 8 (R.B.), 11, 12, 26
Colne,
Congleton, 19
Hyde, 17
*Macclesfield, 4, 9 (R.B.)
Nelson, 10
Rawtenstall, 3
Stalybridge, 18, 25
*Stockport, 2, 16, 23, 24, 26 (R.B.)
Todmorden, 9

Circuit 12—Yorkshire.
HIS HON. JUDGE FRANKLAND
*Bradford, 9, 12 (J.S.), 2 (R.B.), 19, 23, 25 (R.B.), 26
*Halifax, 11, 18 (J.S.), 19 (R.B.)
*Huddersfield, 10 (R.B.), 16, 17
Keighley, 24
Skipton, 10

Circuit 13—Yorkshire, etc.
HIS HON. JUDGE ESSENHIGH
*Barnsley, 17, 18, 19
Glossop, 17 (R.)
Rotherham, 9, 10
*Sheffield, 3, 4, 5, 11, 12, 16 (J.S.), 24, 25, 26

Circuit 14—Yorkshire.
HIS HON. JUDGE STEWART
Dewsbury, 4 (R.B.), 16
Leeds, 3, 4 (J.S.), 5, 9 (R.B.), 10 (R.), 11 (J.S.), 12, 17 (R.), 19, 23 (R.B.), 24, 25 (J.S.), 26
Otley, 17
Wakefield, 2, 11 (R.B.), 23 (R.)

Circuit 15—Yorkshire, etc.
HIS HON. JUDGE GAMON
Darlington, 3
Easingwold, 15
*Harrogate, 5, 19
Helmsley,
Leyburn,
*Northallerton, 25
Pontefract, 9 (J.S.), 10, 22, 24
Richmond,
Ripon, 23
Tadcaster, 4
Thirsk, 11
*York, 2, 16

Circuit 16—Yorkshire.
HIS HON. JUDGE SIR REGINALD BANKS, K.C.
Beverley, 18 (R.), 19
Bridlington, 1
Goole, 16
Great Driffield, 15
†*Kingston-upon-Hull, 8, 9, 10, 11, 12 (J.S.)
New Malton, 17
Pocklington, 4
*Scarborough, 2, 3
Selby, 5
Thorne, 25
Whitby,

Circuit 17—Lincolnshire.
HIS HON. JUDGE LANGMAN
Barton-on-Humber,
†*Boston, 4 (R.), 11
Brigg,
Caistor,
Gainsborough, 3 (R.), 10
Grantham, 19
†*Great Grimsby, 2, 3 (J.S.), 4, 5, 16, 17 (J.S.) (*R. every Wednesday*)
Holbeach, 15
Horncastle, 24
*Lincoln, 4 (R.), 8
*Louth, 23
Market Rasen,
Scunthorpe, 15 (R.), 22
Skegness, 5 (R.)
Sleaford, 9
Spalding, 18
Spilsby, 12

Circuit 18—Nottinghamshire, etc.
HIS HON. JUDGE HILDYARD, K.C.
Doncaster, 3, 4, 5, 22
East Retford, 9 (R.)
Mansfield, 15, 16
Newark, 1, 12 (R.)
*Nottingham, 4 (R.B.), 10, 11 (J.S.), 12, 17, 18, 19 (B.)
Worksop, 16 (R.), 23

Circuit 19—Derbyshire, etc.
HIS HON. JUDGE LONGSON
Alfreton, 9
Ashbourne, 2
Bakewell,
Burton-upon-Trent, 10, 11, 24 (R.B.)
Buxton, 15
*Chesterfield, 5, 12
*Derby, 3, 4, 16 (R.B.), 17, 18 (J.S.)
Ilkeston, 16
Long Eaton,
Matlock, 1
New Mills,
Wirksworth,

Circuit 20—Leicestershire, etc.
HIS HON. JUDGE GALBRAITH, K.C.
Ashby-de-la-Zouch, 18
*Bedford, 22, 24
Bourne, 19
Hinckley, 17
Kettering, 23
*Leicester, 5 (R.B.), 8, 9, 10, 11 (B.), 12, 26 (R.)
Loughborough, 16
Market Harborough,
Melton Mowbray, 12 (R.), 26
Oakham, 18 (R.)
Stamford,
Wellingborough, 25

Circuit 21—Warwickshire.
HIS HON. JUDGE
HIS HON. JUDGE RUEGG, K.C. (Add.)
*Birmingham, 1, 2, 3, 4, 5, 8, 9 (B.), 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26

Circuit 22—Herefordshire, etc.
HIS HON. JUDGE ROOPE REEVE, K.C.
Bromsgrove, 18
Bromyard, 10
Evesham, 17
Gt. Malvern,
Hay, 3
*Hereford, 9
*Kidderminster, 2
Kington,
Ledbury,
*Leominster, 8
*Stourbridge, 4, 5
Tenbury,
*Worcester, 11, 12

Circuit 23—Northamptonshire.
HIS HON. JUDGE DRUCQUER
Atherston,
Barnet, 16, 23
Bletchley, 22
*Coventry, 1, 2, 10 (R.B.), 15
Daventry, 4
Leighton Buzzard, 18
*Northampton, 5 (R.B.), 8, 9, 16 (R.)
Nuneaton, 12
Rugby, 11, 18 (R.)
Watford, 3, 17, 24

Circuit 24—Monmouthshire, etc.
HIS HON. JUDGE THOMAS
Abergavenny, 26
Abertillery, 9
Bargoed, 10
Barry, 4
Blaenavon,
†*Cardiff, 1, 2, 3, 5, 6
Chepstow, 25
Monmouth, 22
†*Newport, 16, 18
Pontypool, 17
*Tredegar, 11

Circuit 25—Staffordshire, etc.
HIS HON. JUDGE TEBBS
*Dudley, 9, 16 (J.S.), 23
*Walsall, 4, 11 (J.S.), 18, 25 (J.S.)
*West Bromwich, 3, 10 (J.S.), 17, 24 (J.S.)
*Wolverhampton, 5, 12 (J.S.), 19, 26 (J.S.)

Circuit 26—Staffordshire, etc.
HIS HON. JUDGE RUEGG, K.C.
Burslem, 25
*Hanley, 4 (R.), 18, 19
Leek, 8
Lichfield,
Newcastle-under-Lyme, 9
*Stafford, 5
*Stock-on-Trent, 3
Stone,
Tamworth,
Uttoxeter,

Circuit 28—Shropshire, etc.
HIS HON. JUDGE SAMUEL, K.C.
Brecon,
Bridgnorth,
Builth Wells,
Craven Arms,
Knighton,
Llandrindod Wells,
Llanfyllin, 26
Llanidloes, 10
Ludlow, 15
Machynlleth, 12
Madeley, 18
*Newtown, 11
Oswestry, 23
Presteign,
*Shrewsbury, 22, 25
Wellington, 16
Welshpool, 17
Whitchurch, 24

Circuit 29—Carnarvonshire, etc.
HIS HON. JUDGE SIR ARTEMUS JONES, K.C.
Bala, 3
†*Bangor, 8
*Carnarvon, 10
Colwyn Bay,
Conway,
Corwen, 3
Denbigh, 6
Dolgelly, 4
*Festiniog,
Flint,
Holyhead,
Holywell, 1
Llandudno, 11
Llangefni, 9
Llanrwst, 5 (R.)
Menai Bridge,
Mold, 17 (R.)
*Portmadoc,
Pwllheli, 12 (R.)
Rhyl, 12
Ruthin,
*Wrexham, 15, 16

Circuit 30—Glamorganshire.
His Hon. Judge Williams, K.C.
*Aberdare, 2
Bridgend, 23, 24, 25, 26
Caerphilly, 25 (R.)
*Merthyr Tydfil, 4, 5
*Mountain Ash, 3
Neath, 17, 18, 19
*Pontypridd, 10, 11, 12
Port Talbot, 16
*Porth, 8
*Ystradyfodwg, 9

Circuit 31—Carmarthenshire, etc.
His Hon. Judge Davies
Aberayron, 6
†*Aberystwyth, 4
Ammanford, 3, 22
Cardigan,
†*Carmarthen, 2
†*Haverfordwest, 17
Lampeter, 18
Llandilofawr,
Llandovery, 13
Llanelly, 5, 19
Narberth, 16
Newcastle-in-Emlyn, 1
Pembroke Dock, 15
†*Swansea, 8, 9, 10, 11, 12

Circuit 32—Norfolk, etc.
His Hon. Judge Rowlands
Beccles, 22
Bungay,
Diss,
Downham Market,
East Dereham, 3
Eye, 23
Fakenham, 9
†*Great Yarmouth, 18, 19
Harleston, 8
Holt, 4
†*King's Lynn, 11, 12
†Lowestoft, 5
North Walsham, 10
*Norwich, 16, 17
Swaffham,
Thetford,
Wymondham,

Circuit 33—Essex, etc.
His Hon. Judge Hildesley, K.C.
Braintree,
Brentwood,
*Bury St. Edmunds, 16
*Chelmsford, 1
Clacton, 23
Colchester, 10, 11
Felixstowe,
Halesworth, 9
Halstead, 12
Harwich, 26
†*Ipswich, 3, 4, 5
Maldon,
Saxmundham,
Stowmarket, 19
Sudbury,
Woodbridge, 17

Circuit 34—Middlesex.
His Hon. Judge Dumas
Uxbridge, 9, 16, 23

Circuit 35—Cambridgeshire, etc.
His Hon. Judge Farrant
Biggleswade, 9
Bishops Stortford, 10
*Cambridge, 17, 18
Ely,
Hitchin, 1
Huntingdon,
*Luton, 4
March, 22
Newmarket, 25
Oundle, 15
*Peterborough, 2, 3
Royston, 11
Saffron Walden,
Thrapston,
Wisbech, 23

Circuit 36—Berkshire, etc.
His Hon. Judge Cotes-Preedy, K.C.
*Aylesbury, 5, 19 (R.B.)
Banbury, 3 (R.B.), 24
Buckingham, 16 (R.)
Chipping Norton, 17 (R.)
Henley-on-Thames, 26 (R.)
High Wycombe, 4
*Oxford, 1 (R.B.), 8
*Reading, 4 (R.B.), 18, 19
Shipston-on-Stour, 9
Stratford-on-Avon, 25
Thame,
Wallingford,
Wantage,
Warwick, 26 (R.B.)
*Windsor, 10, 23
Witney, 17

Circuit 37—Middlesex, etc.
His Hon. Judge Hargreaves
Chesham, 9
*St. Albans, 16
West London, 1, 2, 3, 4, 5, 8, 10, 11, 12, 15, 17, 18, 19, 22, 23, 24, 25, 26

Circuit 38—Middlesex, etc.
His Hon. Judge Beazley
*Edmonton, 4, 5 (R.), 8, 12 (R.), 17 (R.B.), 18, 19, 25 (R.)
Grays Thurrock, 9
*Hertford, 3
Ilford, 1 (R.), 2, 8 (R.), 15 (R.), 16, 22 (R.), 23, 24
*Southend, 10, 11, 12

Circuit 39—Middlesex.
His Hon. Judge Lilley
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Shoreditch, 2, 4, 9, 11, 12, 16, 18, 23, 25
Whitechapel, 3, 5, 10, 12, 17, 19, 24, 26

Circuit 40—Middlesex.
His Hon. Judge Thompson, K.C.
His Hon. Judge Higgins (Add.)
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Bow, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 23, 24, 25, 26

Circuit 41—Middlesex.
His Hon. Judge Earengey, K.C.
His Hon. Judge Konstam, C.B.E., K.C. (Add.)
Clerkenwell, 1, 2 (J.S.), 3, 4, 5, 8, 9 (J.S.), 10, 11, 12, 15, 16 (J.S.), 17, 18, 19, 22, 23 (J.S.), 24, 25, 26

Circuit 42—Middlesex.
His Hon. Judge Sir Hill Kelly
Bloomsbury, 1, 2, 3, 4, 5 (J.S.), 8, 9, 10, 11, 12, 15, 16, 17, 18, 19 (J.S.), 22, 23, 24, 25, 26 (J.S.)

Circuit 43—Middlesex.
His Hon. Judge Drysdale Woodcock, K.C.
His Hon. Judge Higgins (Add.)
Marylebone, 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26

Circuit 44—Middlesex.
His Hon. Judge Sir Mordaunt Snagge
His Hon. Judge Dumas (Add.)
Westminster, *Daily (except Saturdays)*

Circuit 45—Surrey.
His Hon. Judge Haydon, K.C.
His Hon. Judge Drucquer (Add.)
*Croydon, 2, 3, 9, 10, 16, 17, 25
*Kingston, 5, 12, 19, 23, 26
*Wandsworth, 1, 4, 8, 11, 15, 18, 22, 24, 25, 26

Circuit 46—Middlesex.
His Hon. Judge Higgins
*Brentford, 1, 4, 8, 11, 15, 18, 22, 25
Willesden, 2, 3, 5, 9, 10, 12, 16, 17, 19, 23, 24, 26

Circuit 47—Kent, etc.
His Hon. Judge Wells
*Greenwich, 3, 5, 12, 17, 19, 26
Southwark, 1, 2, 4, 8, 9, 11, 15, 16, 18, 22, 23, 25
Woolwich, 10, 24

Circuit 48—Surrey, etc.
His Hon. Judge Spencer Hogg
His Hon. Judge Higgins (Add.)
Dorking,
Epsom, 3, 17
*Guildford, 4, 18
Horsham, 9
Lambeth, 1, 2, 5, 8, 11, 12, 15, 16, 19, 22, 23, 24, 25, 26
Redhill, 10

Circuit 49—Kent.
His Hon. Judge Clements
Ashford, 1
*Canterbury, 9
Cranbrook, 15
Deal, 12
*Dover, 10
Faversham, 8
Folkestone, 2
Hythe, 19
*Maidstone, 5
Margate, 11
†Ramsgate, 3
†*Rochester, 17, 18
Sheerness, 4
Sittingbourne, 16
Tenterden,

Circuit 50—Sussex.
His Hon. Judge Austin Jones
Arundel, 5
Brighton, 4, 11, 12 (J.S.), 18, 19, 25, 26
†*Chichester, 17
*Eastbourne, 10, 24
*Hastings, 9, 23
Haywards Heath, 3
*Lewes, 8
Petworth, 15
Worthing, 2, 16

Circuit 51—Hampshire, etc.
His Hon. Judge Lailey, K.C.
Aldershot, 12, 13
Basingstoke, 1
Bishops Waltham, 15
Farnham, 19
*Newport, 3
Petersfield,
†*Portsmouth, 1 (B.), 4, 11, 18, 25
Romsey, 5
Ryde,
†*Southampton, 2, 9, 16, 17 (B.), 23
*Winchester, 10

Circuit 52—Wiltshire, etc.
His Hon. Judge Jenkins, K.C.
*Bath, 11 (B.), 18 (B.)
Calne, 13
Chippenham, 16
Devizes, 15
*Frome, 9 (B.)
Hungerford,
Malmesbury, 18 (R.)
Marlborough, 23
Melksham,
*Newbury, 17 (B.)
*Swindon, 10, 24 (B.)
Trowbridge, 12
Warminster, 8
Wincanton, 19

Circuit 53—Gloucestershire, etc.
His Hon. Judge Kennedy, K.C.
Alcester, 19
*Cheltenham, 9, 10 (J.S.), 23
Cirencester, 11
Dursley,
†*Gloucester, 8, 22
Newent,
Newnham, 15
Northleach, 25
Redditch, 12
Ross,
Stow-on-the-Wold, 17
Stroud, 16
Tewkesbury,
Thornbury,
Winchcombe, 18

Circuit 54—Somersetshire, etc.
His Hon. Judge Parsons, K.C.
†*Bridgwater, 12
†*Bristol, 1, 2, 3, 4, 5 (B.), 15, 16, 17, 18, 19 (B.)
*Wells, 9
Weston-super-Mare, 10, 11

Circuit 55—Dorsetshire, etc.
His Hon. Judge Maxwell
Andover, 9
Blandford, 22 (R.)
*Bournemouth, 9 (R.), 12 (J.S.), 15, 16, 26 (R.)
Bridport, 23
Crewkerne, 9 (R.)
*Dorchester, 5
Lymington, 1
†Poole, 10
Ringwood,
*Salisbury, 4
Shaftesbury, 8
Swanage, 19
†Weymouth, 2
Wimborne, 25
*Yeovil, 11

Circuit 56—Kent, etc.
His Hon. Judge Konstam, C.B.E., K.C.
Bromley, 2, 18, 23, 25
Dartford, 9, 10
East Grinstead, 16
Gravesend, 8
Sevenoaks,
Tonbridge, 11
Tunbridge Wells, 4
*Waltham Abbey, 19

Circuit 57—Devonshire, etc.
His Hon. Judge Wethered
Axminster, 15
†*Barnstaple, 2
Bideford, 3
Chard, 16
†*Exeter, 11, 12, 23
Honiton, 17 (R.)
Langport, 11 (R.)
Newton Abbot, 18
Okehampton,
South Molton, 4
Taunton, 8
Tiverton, 17
*Torquay, 9, 10, 24
Torrington,
Totnes, 19
Wellington, 25
Williton, 16 (R.)

Circuit 59—Cornwall, etc.
His Hon. Judge Lias
Bodmin,
Camelford,
Falmouth, 9
Helston,
Holsworthy, 16 (R.)
Kingsbridge, 5
Launceston,
Liskeard, 18 (R.)
Newquay, 8
Penzance, 10
†*Plymouth, 2, 3, 4
Redruth, 11
St. Austell, 1 (R.)
Tavistock, 1
†*Truro, 12

†The Mayor's and City of London Court.
His Hon. Judge Holman Gregory, K.C.
His Hon. Judge Whiteley, K.C.
His Hon. Judge Dodson
His Hon. Judge Thomas
Guildhall, *Daily (except Saturdays)*

* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar's Court only
(J.S.) = Judgment Summonses
(B.) = Bankruptcy only
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge.
(A.) = Admiralty

To-day and Yesterday.

LEGAL CALENDAR.

25 JANUARY.—In January, 1684, a disastrous fire occurred in Gray's Inn, which suffered the irreparable loss of most of its ancient records. Three people were killed. The Benchers were alarmed and, on the 25th, ordered "that the Treasurer doe provide a good fier engine and twenty hand engines and sixty bucketts and fire hooks and ladders for the use of this Society in time of fire." It was also ordered "that for the use of the engine and to the engineer and the persons imployed by him in the management of the engine of St. Andrew Holbourne the sume of fower pounds be paid."

26 JANUARY.—Not content with the trouble he had made over the Gordon Riots, in 1780, Lord George Gordon in 1786, espoused the cause of Cagliostro, the imposter, who was one of the central figures in the diamond necklace scandal. In his zeal, Gordon published statements defamatory of Queen Marie Antoinette and found himself prosecuted for libel. On the 26th January, 1787, he appeared in the King's Bench without counsel, created a comic interlude by trying to speak out of his turn, and finally, with all a layman's love of legal technicality, objected that the process was bad because he was addressed as "George Gordon," instead of "Lord George Gordon." The judges overruled him, but "he said that unless the Court called upon him by his right name and additions, he would not answer, and, bowing respectfully to the Bench and Bar, retired."

27 JANUARY.—"The matter that is now to be offered to you . . . is matter of treason, but of such horror and monstrous nature that before now the Tongue of Man never delivered, the Ear of Man never heard, the Heart of Man never conceived, nor the Malice of Hellish or Earthly Devil ever practised, for if it be abominable to murder the least, if to touch God's Anointed be to oppose themselves against God . . . then how much more than too too monstrous shall all Christian hearts judge the horror of this treason to murder and subvert such a King, such a Queen, such a Prince, such a Progeny, such a State, such a Government, so complete and absolute, that God approves, the World admires." So opened the trial of the Gunpowder Plot conspirators on the 27th January, 1606.

28 JANUARY.—One of the strangest incidents in the history of the law occurred when the greater part of the Edinburgh Bar went on strike, as a result of a quarrel between Sir George Lockhart, Dean of the Faculty of Advocates, and the judges, in 1674. Lockhart, having been debarred from practice, fifty of his colleagues refused to plead and legal business virtually came to a standstill and remained so for about a year. Eventually, the dispute was patched up and on the 28th January, 1678, Lockhart was readmitted.

29 JANUARY.—An order of the Lincoln's Inn Benchers made on the 29th January, 1678, illustrates the fellow feeling among the Inns of Court: "The Masters of the Bench of this Societye in Councill, takeing into theire consideracion the present sad condition of the two Societyes of the Inner and Middle Temples, occasioned by a dreadful fire that hath bin latelye there, and that the Feast of the Purification doth now fall upon the Lord's Day . . . doe thinke fitt and order that the said feast shall not be solemnized in this Societye at this tyme by revelling and feasting, as formerly hath bin used."

30 JANUARY.—The Gilbertian consequences of the case of *Stockdale* v. *Hansard* were incalculable. The unfortunate Sheriff of Middlesex, having levied execution in pursuance of a Queen's Bench writ on the property of Hansards, the Parliamentary printers, was committed for contempt by the Commons. The Speaker's warrant being sufficient, the judges could not order his release. The imprisoned sheriff failed to pay the proceeds of the execution to the plaintiff and on the 30th January, 1840, the Court of Queen's Bench put the finishing touch by ordering his attachment for contempt.

31 JANUARY.—On the 31st January, 1801, John Marshall, one of America's greatest jurists, was appointed Chief Justice of the Supreme Court.

THE WEEK'S PERSONALITY.

Here is a picture of Chief Justice Marshall's personal appearance. He was "tall, meagre, emaciated; his muscles relaxed and his joints so loosely connected as not only to disqualify him apparently from any vigorous exertion of body, but to destroy everything like harmony in his air or movements. Indeed, in his whole appearance and demeanour—dress, attitudes, gesture, sitting, standing or walking—he is as far removed from the idolized graces of Lord Chesterfield as any other gentleman on earth." But his simple and genial humour, springing from the goodness of his heart and the unassuming kindness of his disposition, attracted everyone to him. Moreover, in spite of his homeliness of aspect, he was the centre of a brilliant circle, one of the greatest lawyers that America has produced, and so close a reasoner that it was said of him: "Once admit his premises and you are forced to his conclusions." Off the Bench, he had all the appearance of a plain countryman. Once, when he was, according to his custom, taking his dinner home from market, he carried a turkey for a fashionable young gentleman who, never suspecting his exalted position, offered him a shilling, which he courteously declined without revealing himself. He embodied the best traditions of the old simple American life.

THE JUROR BENEATH THE ERMINE.

I believe it was Mr. Baron Bramwell who once asserted in court that one-third of every judge was a common juror, if you get beneath the ermine. Some of those defendants who have lately found that a judge sitting alone can be moved to award damages as substantial as any jury, may, perhaps, feel inclined to agree, but it is really surprising how seldom that hidden juror stirs palpably. In the case of Lord Chief Justice O'Brien, in Ireland, the testimony of a pretty girl, no matter how irrelevant, could almost always be relied upon to lull his judicial two-thirds, and was treated by him as almost conclusive in favour of the party whose witness she was. Once when, much against his will, he was obliged to decide in favour of a litigant, against whom two charming but wholly needless beauties had been called, he was anxious that the money lodged in court by the successful party should be divided between them. Refusal to adopt his suggestion made him highly indignant.

OUTLAWED WELSH.

Six hundred years after there were secured "to the Principality of Wales its Judicial Rights and Independence" by the Statute of Rhuddlan (so runs the tablet there which marks the remains of the old Parliament house), the English judiciary suffers a shock of pain and surprise when the conduct of disorderly patriots like the Nationalists, recently sentenced at the Old Bailey, force upon their notice the inexplicable fact that Welsh is spoken in Wales. The present situation in that respect was amusingly enough illustrated a little while ago at the Carnarvonshire Quarter Sessions by a case in which the prisoner spoke no English, the jury were all Welsh, the advocates were bilingual, and Mr. Lloyd George was presiding. To save time, he proposed, not without the support of common-sense, that the trial should be in Welsh, but this proved impossible, because the shorthand note taken in case there should be an appeal had to be in English. I believe it is hardly more than a century ago since a judge refused to allow the indictment and the evidence to be interpreted to a Welsh prisoner on the ground that statute required all proceedings to be in English.

Notes of Cases.

Judicial Committee of the Privy Council.

Auckland Corporation and Another *v.* **Alliance Assurance Co. Ltd.**

Lord Atkin, Lord Thankerton, Lord Macmillan, Lord Wright, M.R., and Lord Maugham. 26th January, 1937.

CONTRACT—DEBENTURE BOND AND COUPONS ISSUED IN DOMINION—SUMS DUE ON EXPRESSED PAYABLE IN POUNDS IN DOMINION OR LONDON—COUPONS PRESENTED IN LONDON—WHETHER SUMS DUE PAYABLE IN STERLING OR IN CURRENCY OF DOMINION.

Appeal by Auckland Corporation from a majority decision of the Court of Appeal of New Zealand, to which court the case had been ordered to be removed for trial on an agreed statement of facts.

The respondent company were bearers of a debenture bond for £100 and coupons still outstanding under it. The bond and coupons were issued by the Mayor, Councillors and Citizens of the City of Auckland in New Zealand under the common seal of the appellant corporation in February, 1920, and the debenture was payable at the holder's option, either in Auckland, New Zealand, or in London, on the 1st July, 1940, and was expressed to be issued by the Auckland City Council, New Zealand, under the Local Bodies Loans Act, 1913, and s. 26 of the Appropriation Act, 1915. The coupon, the subject of the action, contained the following provision :—" On presentation of this coupon at the Bank of New Zealand, London, England, or Auckland, New Zealand, at the option of the holder for the time being on or after the 1st day of January, 1936, the bearer will be entitled to receive £2 12s. 6d." The respondents brought an action claiming a declaration that they were entitled to be paid in sterling, that was, in the currency of England, both as to principal and interest, and in particular claiming payment of 13s. 1d., as being the difference between £2 12s. 6d., the sum due under the coupon in question, and the sum of £1 19s. 5d., the sum tendered to them in respect of their coupon when, having exercised their option to be paid in London, they duly presented the coupon for payment at the Bank of New Zealand in London. That sum of 13s. 1d. represented the difference in value between sterling and New Zealand currency as applied to the amount of £2 12s. 6d. expressed in the coupon. The Court of Appeal (Ostler, Blair and Kennedy, JJ. : Reed, acting C.J., dissenting) upheld the claim, and the corporation appealed to the Board.

LORD WRIGHT, delivering the judgment of the Board, said that the question was whether the respondents were entitled to be paid the principal and interest in the currency of England on the assumption or basis of their having availed themselves of the option to be paid in London, or whether their right on that footing was merely to be paid in the currency of New Zealand, which in 1936 was considerably depreciated. The majority of judges in the Court of Appeal had been of opinion that in principle the case was governed by the decision of the House of Lords in *Adelaide Electric Supply Co., Ltd.* v. *Prudential Assurance Co., Ltd.* [1934] A.C. 122, and accordingly that the moneys were payable in British pounds. The Board were in substantial agreement with the conclusions of the majority of the court. Up to a point, in their judgment, this case in principle was precisely governed by the opinions of the House of Lords in the *Adelaide Case, supra*. It had, however, been contended, *inter alia*, for the appellants that the Local Bodies Loans Act, 1913, took this case out of the ruling in the *Adelaide Case, supra*, because the effect of the Act of 1913 was to render it *ultra vires* of the corporation to borrow in any other than the pounds meant by the Act, which were New Zealand pounds, and that the contract must anyhow be so construed, whatever the place of payment, to prevent it being held *ultra vires* and void, on the principle *ut res magis valeat quam pereat*. Their lordships could not accept that contention. They did not think any question of *ultra vires* arose. On the plain reading of the Act of 1913 they thought that the " pound " contemplated and authorised by the Act meant the common unit of account current in Great Britain and in various parts of the British Empire, and that the currency which it connoted in the case of any particular loan would be determined by the place, whether within New Zealand or outside of New Zealand, stipulated as the place of payment in the debenture. In their lordships' opinion, the appeal failed.

COUNSEL : *S. O. Henn Collins*, K.C., *Alexander Ross*, and *Joseph Stanton* (of the New Zealand Bar), for the appellants ; *Gavin Simonds*, K.C., and *Wilfrid Barton*, for the respondents.

SOLICITORS : *Wray, Smith & Halford ; Dawes & Son.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

House of Lords.

Burrell and Another *v.* **Attorney-General.**

Lord Atkin, Lord Thankerton, Lord Russell of Killowen, Lord Macmillan and Lord Roche.

22nd, 23rd, 26th, 27th October, 27th November, 1936.

REVENUE—ESTATE DUTY—SAME PERSONS INTERESTED IN PROPERTY BEFORE AND AFTER DEATH BUT UNDER DIFFERENT TRUST—NO LIFE ESTATE ENJOYED BY ANY BENEFICIARY—WHETHER PROPERTY PASSED ON DEATH—FINANCE ACT, 1894 (57 & 58 Vict. c. 30), ss. 1, 2 (1) (*b*).

Appeal from an order of the Court of Appeal (Lord Hanworth, M.R., Romer and Maugham, L.JJ.) dismissing an appeal from an order of Finlay, J., but by a majority (Romer, L.J., dissenting) varying that order.

A testator made a will in May, 1912. He had then four sons living, James (his eldest son and heir at law), Harry, Reginald and Algernon. The will contained no disposition in favour of James, nor was his name mentioned. The estate was settled, with one modification, in favour of Harry, with remainder, after his death, in trust for his sons successively in tail male, and in default of such issue in favour of Reginald, with remainder after his death in trust for his sons successively in tail male, and similarly in favour of Algernon, then of a cousin, with an ultimate remainder to the testator's own heirs. The modification was that no life interest was conferred on any of the sons. In each case a trust was declared in identical terms whereby, to take the case of Harry as typical, trustees were to hold the property and the net rents and profits in trust to pay Harry out of the rents and profits during his life a yearly allowance of such amount and by such instalments as the trustees should in their uncontrollable discretion think proper, and after Harry's death in trust for his first and other sons severally and successively according to seniority in tail male. The interest of every tenant in tail male born during his life was similarly cut down and in place of it the trustees were to hold the property and its rents and profits in trust to pay the tenant in tail male during his life a yearly allowance as the trustees should decide and after his death in trust for his sons successively in tail male. It was also provided that the trustees might, instead of paying the allowance to anyone who might be entitled to it, apply it for the benefit of him or any wife, child or remoter issue of his. The testator died in June, 1918, leaving him surviving his four sons, Harry's wife, and three children, William, Michael and Gillian, a daughter. Harry died in November, 1931, his wife, his three children and a grandchild by Gillian surviving him. Between the testator's and Harry's death the trustees paid away in allowance to Harry the whole of the rents and profits, except some £1,500 remaining in their hands at Harry's death, substantial sums having, however, also been applied for the

benefit of his wife and children. In exercise of a power given by the will, Harry had charged the property with two portions of £5,000 each in favour of Michael and Gillian. On his death those portions at once became raisable and payable. Subject to them and to a jointure of £1,000 a year in favour of Harry's widow, the property on Harry's death became subject to a trust to pay out of the net income to William during his life the allowance already mentioned, with power to the trustees instead of paying it to William to apply it for his benefit or that of all or any of any wife, child or remoter issue of his, and to discharge the £10,000 portions. The Crown having filed an information against the trustees, Finlay, J., held that the whole property passed on Harry's death under s. 1 of the Finance Act, 1894. The Court of Appeal (Romer, L.J., dissenting) held that the property must be deemed to pass under s. 2 (1) (*b*). The trustees now appealed.

Lord Russell of Killowen said that the question was whether the property passed or must be deemed to pass on Harry's death. The appellant trustees contended (1) that the objects of a discretionary trust had no beneficial interest in the trust property; (2) that the only persons beneficially interested before and after Harry's death were the testator's heir at law and next of kin, and that consequently the property did not pass on that death. They also contended that, in any case, since some of the individuals who were objects of the trust during Harry's life were also such objects after his death, there could be no passing of the property as a whole under s. 1 of the Act of 1894. On Harry's death, a new trust came into operation during William's life, similar to that which had operated in favour of Harry. It was clear that the interest of the testator's heir at law or next of kin extended only to the balance, if any, of the income accruing during the periods in which allowances were payable under the trusts, remaining after any portions charged by the allowancers had been paid off. The beneficial interest of the heir at law could, as at Harry's death, be seen to be microscopic, and might for the present purpose be ignored. In order to test whether property passed at Harry's death, it was necessary to compare the position with regard to persons beneficially interested in the property immediately before the death with the position of persons so interested immediately after it. Before the death the persons beneficially interested were primarily Harry, and secondarily by way of substitution with regard to the allowance a certain group of people—Harry, his wife, three children, and grandchild. Although no one of them could claim beneficial interest in a defined share, the group constituted the only people who could, during Harry's life, derive any benefit. Immediately after Harry's death a new group, consisting of William, his wife, and his son and future children, was beneficially interested. It so happened that William was a fixed member of both groups, in the one case as the allowancer's child, in the other as the allowancer. Michael was a member of the first group as a child of Harry, the allowancer. He was a precarious member of the second group as the person who would be entitled if William were dead. He (his lordship) did not agree that those circumstances made it impossible to say that there was a change of title in the property as a whole on Harry's death. The mere fact that a person who became entitled to the beneficial enjoyment of property on a death had already, before that death, been beneficially interested in that property did not prevent the property from passing under s. 1. Instances of that were to be found in *Cowley* v. *Commissioners of Inland Revenue* [1899] A.C. 198, and *De Trafford* v. *Attorney-General* [1935] A.C. 280. On Harry's death the beneficial interest of the new group arose under a different trust. The fact that the new interest was a different one was shown by the change in Michael's position. He (his lordship) agreed with Romer, L.J., that the property passed under s. 1. The appeal would be dismissed, but the order of Finlay, J., would be restored.

The other noble and learned lords concurred.

Counsel: *Spens*, K.C., and *D. Ll. Jenkins*, for the appellants; *The Attorney-General* (Sir Donald Somervell, K.C.), and *J. H. Stamp*, for the respondent.

Solicitors: *Raymond-Barker, Nix & Co.; Solicitor of Inland Revenue.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Court of Appeal.

Jinks *v.* Jinks.

Lord Wright, M.R., Romer and Greene, L.JJ.
15th December, 1936.

Debtors Act—Committal in Default of Payment—Amount of Maintenance Order and Costs not Paid—Appointment of Receiver—Whether Costs Remained Valid Debt—Debtors Act, 1869 (32 & 33 Vict. c. 62), ss. 4, 5.

Appeal from a decision of Merriman, P.

In March, 1935, the wife obtained a decree for restitution of conjugal rights. In October, 1935, the husband was ordered to pay her £3 a week maintenance. In April, 1936, he was ordered to pay her within fourteen days £37 6s. 5d. costs. Having failed to make payment under either order, he was committed to prison in July, 1936, by Bucknill, J., who satisfied himself that he had considerable means. After his discharge from prison he still refused to pay. In October, 1936, Merriman P., on the wife's application, ordered the appointment of a receiver of certain property of the husband, but ordered that he should only pay thereout the arrears of maintenance, and not the costs. The wife appealed, relying on ss. 4 and 5 of the Debtors Act, 1869.

Lord Wright, M.R., allowing the appeal, said that he could see no ground for a distinction between the two debts. Under the Debtors Act imprisonment did not purge the debt. The order should be varied so as to include the costs.

Romer and Greene, L.JJ., agreed.

Counsel: *Petrie*; The respondent appeared in person.

Solicitors: *Vertue, Son & Churcher.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re Keen's Estate; Evershed *v.* Griffiths.

Lord Wright, M.R., Romer and Greene, L.JJ.
21st January, 1937.

Will—Legacy on Secret Trust—Name of Beneficiary in Sealed Envelope—Handed to Executor on Making of Earlier Will—Direction Unaltered in Subsequent Will—Whether Valid.

Appeal from a decision of Farwell, J.

In 1928 the testator made a will containing a clause giving his executors £5,000 "to be held upon trust and disposed of by them among such person, persons or charities as may be notified by me to them or either of them during my lifetime" and directing that in default of notification the sum was to form part of his residuary estate. (There was evidence that the testator wished to leave a legacy to a person whose name he did not want published in the will.) In March, 1932, he made a new will in which the sum was increased to £10,000. Having previously said that he would put a memorandum with the will giving the name of the person with the address and the amount, he handed to one of his executors, on signing the will, a sealed envelope addressed to both his executors. It contained in fact a memorandum of the name and address and the figure £10,000 "in accordance with the directions in my will." The testator did not say what were the contents of the envelope and it remained unopened till after his death, but the executor, when he took the envelope, believed it to be a notification within the terms of the clause. In August, 1932, the testator

made a new will, the clause remaining unaltered, and the executor retained the envelope. The testator having died, Farwell, J., rejected the claim of the person named on the ground that the clause required the name to be expressly disclosed to the executors in the testator's lifetime and that the handing over of a sealed envelope was not enough.

LORD WRIGHT, M.R., dismissing the claimant's appeal, said that the giving of the sealed envelope was a notification within the clause (see *In re Boyes*, 26 Ch. D. 531, at p. 536), but the matter must be considered on a wider basis. The clause could only refer to a definition of trusts not yet established at the date of the will and which between that date and the testator's death might be established—something future and hypothetical. His lordship considered *Blackwell* v. *Blackwell* [1929] A.C. 318; *McCormick* v. *Grogan*, L.R. 4 H.L. 82; *In re Huxtable* [1902] 2 Ch. 793; *In re Fleetwood*, 15 Ch. D. 594; *In re Hetley* [1902] 2 Ch. 866; and *Johnson* v. *Ball*, 5 De G.M. & Sm. 85, and said that the notification was anterior to the will and, not being within the language of the clause, inadmissible.

ROMER and GREENE, L.JJ., agreed.

COUNSEL: *Roxburgh*, K.C., and *George Slade*; *Vaisey*, K.C., and *J. N. Gray*; *N. Armitage*.

SOLICITORS: *Preston, Lane-Claypon & O'Kelly*; *Field, Roscoe & Co.*, agents for *Eversheds & Tomkinson*, of Birmingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Willoughby *v.* Eckstein.

Luxmoore, J. 16th October and 18th December, 1936.

EASEMENT—ACQUISITION OF RIGHT TO LIGHT—CLAUSE EXCLUDING ANY RIGHTS OF LIGHT OVER OTHER PREMISES—PRESCRIPTION PERIOD—OBSTRUCTION—WHETHER ACQUISITION OF RIGHT PREVENTED—PRESCRIPTION ACT, 1832 (2 & 3 Will. IV, c. 71), s. 3.

The defendant occupied certain premises under a lease dated 1897, and the plaintiff occupied adjacent premises under a lease dated 1899, the ground landlord of both being the same. Some of the plaintiff's rooms derived their light from windows facing the defendant's premises. Neither those windows nor those premises had been altered since the grant of the lease. The plaintiff's lease included certain rights of way "but without including any rights of light or other easements over other ground or premises and subject nevertheless to all rights and easements belonging to any adjacent property and subject to the adjacent buildings or any of them being at any time or times rebuilt or altered according to plans both as to height, elevation, extent and otherwise as shall or may be approved of by the ground landlord for the time being." In 1934, the defendant carried out alterations raising the height of his building, and obstructing the plaintiff's windows. The plaintiff, relying on s. 3 of the Prescription Act, 1832, brought this action, asking for an order that the defendant should pull down so much of his building as obstructed her light.

LUXMOORE, J., in giving judgment, said that in the absence of any agreement excluding the Prescription Act, 1832, when two tenements were held by different lessees under a common landlord, and one lessee had enjoyed the access of light in respect of his tenement over the other tenement without interruption, that lessee acquired an indefeasible right to light as against the other tenement, and the right enured in favour of that lessee and his successors not only as against the other lessee but also against the common landlord and all succeeding owners of the other tenement: see *Morgan* v. *Fear* [1907] A.C. 425. Here the light was enjoyed for the full statutory period and this enjoyment conferred a statutory right to light unless the exception at the end of s. 3 applied. The exception to be operative must fulfil three conditions. The agreement must be a deed in writing. It must be express. It must have been entered into for the purpose referred to in the section. His lordship considered *Mitchell* v. *Cantrill*, 37 Ch.D. 56, at p. 60; *Haynes* v. *King* [1893] 3 Ch. 439; and *Foster* v. *Lyons & Co. Ltd.* [1927] 1 Ch. 219, and said that to prevent the acquisition of a statutory right to light under the Act, there must be an express written agreement under which the actual enjoyment of light by a lessee is permissive throughout the whole term created by the lease. Here there was an express exception out of the demise of any right to light in respect of the demised premises. The lessor was the owner of the premises of which he granted a lease in 1899 and the owner of the reversion of the premises already leased in 1897, and was not in a position to grant any easement affecting the latter. The exception from the demise of any right to light over them established that there was an agreement between the lessor and the lessee that the lessee was to have no absolute right to light under the lease. The words constituted a grant by the lessee to the lessor to build on the adjacent land notwithstanding the effect of such building on the light of the premises demised. There was an agreement that the enjoyment of light in respect of the premises was to be permissive. There was a sufficient agreement under s. 3 to prevent the plaintiff's acquisition of a statutory right to light.

COUNSEL: *Roxburgh*, K.C., and *Lucius Byrne*; *Simonds*, K.C., *Rink* and *Suttill*.

SOLICITORS: *Burton, Yeates & Hart*; *Holmes, Son & Pott*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Thomas *v.* Lewis.

Farwell, J. 14th and 15th December, 1936.

NUISANCE—WORKING OF QUARRY—ACTION BY ADJOINING OWNER—COMPLAINT IN RESPECT OF PROPERTY SUB-LET BY QUARRY OWNER—RIGHTS IN RESPECT OF PROPERTY NOT SO HELD.

The plaintiff was a farmer who owned and occupied certain land adjoining a quarry let to the defendant and worked by him. The working of the quarry had been carried on for many years. Also adjoining the quarry was a field which, before 1931, had been let to one W and sub-let by him to the plaintiff for grazing. From 1931 the defendant was tenant, and the plaintiff made an arrangement with him, without a written agreement, whereby he was granted the land for grazing, paying £30 a year. This agreement was from year to year. The plaintiff now claimed damages for injury done to the land of which he was owner and the land which was the subject of the agreement with the defendant by reason of blasting operations in the quarry which threw large stones on to the land.

FARWELL, J., in giving judgment on a preliminary point of law, referred to *Vanderpant* v. *Mayfair Hotel Co. Ltd.* [1930] 1 Ch. 138, and *Lyttleton Times Co. Ltd.* v. *Warners, Ltd.* [1907] A.C. 476, and said that with regard to the land over which the defendant granted the plaintiff rights, the plaintiff must be taken to have accepted those rights on the footing that the defendant was entitled to continue to work his quarry as he had before, though it might cause a nuisance. This was an implied term, and the plaintiff could not complain unless he could show that it was improperly worked or worked in a way different from the method used at the time of the agreement and differing in such a way as to cause a nuisance. But with regard to the land owned by the plaintiff, the position was different. Though the grazing rights which he had acquired over the defendant's land were no doubt for the purpose of carrying on more advantageously his business as a farmer on the adjoining land, it could not be said that he must be taken to have agreed that the defendant should be entitled to work the quarry as he had done in the past,

notwithstanding that damage might be done to the plaintiff's own land. Such an agreement could not be implied. Therefore the plaintiff was precluded from complaining of any injury he might suffer on the land over which he had grazing rights, but he was not precluded from complaining of damage to his own land.

COUNSEL: *Bamber; Evershed*, K.C., and *Roland Rees*.

SOLICITORS: *Ellis & Fairbairn; Bell, Brodrick & Gray*, agents for *Arthur J. Prosser*, of Cardiff.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Hamer's Estate; Public Trustee *v.* Attorney-General.

Bennett, J. 16th and 17th December, 1936.

LEGITIMACY — PRESUMPTION — EVIDENCE REBUTTING — EXPRESSIONS IN FATHER'S WILL—ADMISSIBILITY.

The testator, who died in 1866, had married in 1847. A girl born in 1850 had been registered as the child of the spouses. The testator by his will bequeathed (*inter alia*) certain moneys in trust for her during her life and after her death for her children or remoter issue, as she should appoint. In 1899, she exercised the power of appointment in favour of her son, and, in the same year, executed a re-settlement under which she had a life interest. On her death, in 1933, a question arose as to the amount of legacy duty payable. The Crown contended that duty was payable at a higher rate, on the ground that she was not the legitimate daughter of the testator and his wife, but was the daughter of the testator and his wife's niece. In order to establish this, it was sought to have admitted as evidence the testator's will in which he several times referred to her as his "daughter or reputed daughter," whereas he referred to his son as a son without qualification. The Crown also relied on the acts of the executors of the testator's will, his brother-in-law, his nephew and a friend who, on his death in 1866, had proceeded in the payment of duty on the footing that she was not a legitimate daughter. The Crown also relied on an affidavit by the testator's grandson as to the reputation in the family with regard to her legitimacy.

BENNETT, J., in giving judgment, said that it had been contended that the testator's marriage certificate and the birth certificate created a legal presumption that the child was the testator's legitimate daughter, but the Crown had challenged this. As to the will on which the Crown relied, it had been objected to on the ground that statements by a parent to bastardise a child born in wedlock were inadmissible (*Russell* v. *Russell* [1924] A.C. 687). But all that that authority excluded was evidence of non-intercourse during marriage. Here, the Crown's case was that the child was never the wife's child. The document was admissible. Alone, that piece of evidence would not have been sufficient to displace the presumption of legitimacy, but it did not stand alone. His Lordship then considered the other evidence relied on by the Crown and held that the cumulative effect was to establish beyond reasonable doubt that the child was illegitimate. Legacy duty was payable at the higher rate.

COUNSEL: *Boraston*; *J. Stamp*.

SOLICITORS: *Vizard, Oldham, Crowder & Cash*; *Solicitor of Inland Revenue*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Liberty.

Clauson, J. 15th January, 1937.

SETTLED LAND—TENANT FOR LIFE—PROTECTED LIFE INTEREST—COST OF IMPROVEMENTS—TAKEN FROM CAPITAL MONEYS—REPAYMENT—INSTALMENTS SECURED BY RENT-CHARGE ON INCOME IN FAVOUR OF TRUSTEES—WHETHER FORFEITURE—SETTLED LAND ACT, 1925 (15 Geo. 5. c. 18), s. 85, 3rd Sched.

A testator, who died in 1917, bequeathed certain freeholds to trustees in trust for his wife for life (she died in 1920) and after her death "upon trust that if . . . no act or event shall have happened, whether before or after my decease, whereby the equitable life interest hereby given to my nephew, Ivor Stewart Liberty, or any part thereof, if belonging to him absolutely would have become vested in or charged in favour of some other person or persons, or a corporation, then my trustees shall permit my said nephew, Ivor Stewart Liberty, to enter into and remain in the possession or the receipt of the rents and profits of the settled freeholds . . . during his life or until such act or event as aforesaid shall happen." It was provided that on the failure or determination of the nephew's interest in his lifetime the trustees should enter into possession or receipt of the rents and profits and hold them upon discretionary trusts for the benefit of all or any one or more of the nephew, his wife and children or remoter issue, and, subject to the discretionary trusts, as if the nephew had then been dead. (In 1926, the settled freeholds became vested in the tenant for life by deed pursuant to the Settled Land Act, 1925). In 1934, he carried out certain improvements on the land, the trustees agreeing to pay the cost out of capital moneys in their hands and repayment being secured by the execution of a deed by the tenant for life creating a rent-charge upon the income of the settled freeholds in their favour under s. 85 (1) of the Act. The improvements cost £1,538 3s. 5d. and the yearly rent-charge was £153 16s. 4d. However, on the ground that certain of the improvements did not come within the Third Schedule of the Act, a question arose whether there had not been expended a larger amount of capital than the Act authorised, and, therefore, whether the creation of the rent-charge put an end to the trust in the will to allow the tenant for life to remain in possession of the rents and profits.

CLAUSON, J., in giving judgment, said that the nephew had a protected life interest. If, as was suggested, some of the improvements were not within the Act, it was conceivable that at some time someone might have a claim against the trustees in respect of some money which they had improperly allowed to go out of capital. Assuming that, of the whole sum raised and spent on improvements, part had been properly spent and part not, it might be that it was right to execute a rent-charge to replace the sum properly spent, but not the whole. There could be little doubt that if the sum paid out of capital was justified under the Act and the right rent-charge was created, it could not be suggested that the tenant for life, by creating it, had done something the result of which was to vest in or charge in favour of some other person his equitable life interest. He had diminished the value of something in which he had an equitable life interest, but that was different from vesting his equitable life interest in the trustees or charging it in their favour. If the amount raised was only partly authorised and the rent-charge should have been less, the only effect would be that in so far as the Act did not authorise the creation of so large a rent-charge, it would be effectual to create a smaller rent-charge. The trust in the will did not cease upon the execution of the deed.

COUNSEL: *David Jenkins; J. Stamp; H. Buckmaster*.

SOLICITORS: *Ranger, Burton & Frost*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Russell *v.* Beesley.

Lord Hewart, C.J., Swift and Goddard, JJ.
12th January, 1937.

ROAD TRAFFIC—CHARGE OF EXCEEDING SPEED LIMIT—EVIDENCE BY POLICE OFFICER ACCORDING TO SPEEDOMETER OF HIS CAR—NO OTHER PERSON PRESENT IN OFFICER'S CAR—SPEEDOMETER SUBSEQUENTLY TESTED BY POLICE-CONSTABLE AND FOUND ACCURATE—CORROBORATION—ROAD TRAFFIC ACT, 1934 (24 & 25 Geo. 5, c. 50), s. 2 (3) (3).

Appeal, by case stated, from a decision of Warwickshire justices.

An information was preferred by the appellant, Russell, against the respondent, Beesley, for exceeding the thirty-mile speed limit in a built-up area in May, 1936. At the

hearing before the justices the appellant himself gave evidence that on the date named he was driving his own car at Wilnecote; that he was alone in the car and followed the respondent's car for a distance of one and three-tenths miles within the built-up area; and that the respondent's speed, according to the speedometer on the appellant's car, varied between thirty-five and forty-two miles an hour. When he stopped the respondent outside the built-up area, the respondent said that he had no speedometer, and did not know that he was in a built-up area. A constable gave evidence that, immediately after the occurrence, he tested the appellant's speedometer and found it correct. No evidence was offered by or on behalf of the respondent, but it was submitted for him that there was no corroboration of the appellant's evidence as required by s. 2 (3) (3) of the Road Traffic Act, 1934, and that, as the only evidence besides that of the appellant was as to the accuracy of the appellant's speedometer, the case was not properly made out and should be dismissed. For the appellant it was contended that his evidence was sufficient, because it was coupled with the evidence of the accuracy of the speedometer, to justify a conviction against the respondent. The attention of the justices was directed to the cases of *Plancq* v. *Marks* (1906), 22 T.L.R. 432. The justices expressed the opinion that in cases of that kind "it is not desirable that the evidence of a police officer checking a person's speed from a speedometer in his own car should be accepted unless corroborated by another witness present at the time," and dismissed the information without giving any opinion on the legal point raised by the respondent.

LORD HEWART, C.J., said that the justices really evaded the point, and, instead of ruling on the respondent's submission in the terms in which it was made, they formulated a new rule of universal application as they thought, namely, that it was not desirable that the evidence of a police officer checking a person's speed from the speedometer in his own car should be accepted unless corroborated by another witness present at the time. It was obvious that that universal rule purported to be laid down was incorrect in law. There was no rule that an officer's evidence of fact should be corroborated. When the justices said that it was "not desirable" they must have meant that it was "not lawful." It was clear that they misdirected themselves in substituting for the proposition which was being submitted another quite untenable proposition. It was conceivable that the defendant might have wished, if this erroneous submission had not succeeded, to offer evidence, and the case must therefore go back with a direction to the justices to hear and determine it according to law.

SWIFT, J., agreed.

GODDARD, J., also agreed, and said that he did not think that the court was laying down a general rule. Justices might convict on the evidence of one police officer, or they might say that they were not satisfied with the evidence in a particular case.

COUNSEL: *Donald Hurst*, for the appellant. There was no appearance by or on behalf of the respondent.

SOLICITOR: *J. Alan Turner*, Warwick.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Evans *v.* Dell.

Lord Hewart, C.J., Swift and Goddard, JJ.
13th January, 1937.

ROAD TRAFFIC—STAGE CARRIAGE—CAUSING OR PERMITTING COACH TO BE USED AS WITHOUT ROAD SERVICE LICENCE—COACH HIRED FOR FIXED SUM TO TAKE PERSONS FROM DANCE—SEPARATE FARES, PRIVATE PARTY AND SPECIAL OCCASION—PREVIOUS ADVERTISEMENT OF JOURNEY—COACH-OWNER NOT AWARE OF—WHETHER GUILTY OF OFFENCE—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), s. 72 (1) and (10); ROAD TRAFFIC ACT, 1934 (24 & 25 Geo. 5, c. 50), s. 25.

Appeal by case stated from a decision of Amersham, Bucks, justices.

An information was preferred against the respondent, Dell, by the appellant, a traffic examiner under s. 72 (1) and (10) of the Road Traffic Act, 1930, for that he on a day in December, 1935, permitted a motor vehicle to be used as a stage carriage otherwise than under a road service licence. At the hearing of the information, the following facts were proved or admitted: In December, 1935, a dance took place at Amersham. In an advertisement of the dance in a newspaper it was stated that there would be "a 'bus to Chesham after the dance." An organiser of the dance arranged with the respondent to hire for 15s. a 20-seater motor coach to take persons who had attended the dance to Chesham. There was a work ticket in relation to the transaction. The respondent made no inquiries with regard to the arrangements which the organisers of the dance proposed making with the passengers. During the dance an organiser announced that anyone wishing to travel by coach to Chesham must buy a ticket. The issue of tickets was controlled by the organisers. No fixed charge was made, but those desirous of travelling in it made a contribution of 6d. or more to the cost of the coach. The respondent did not hear the announcement. The justices found the respondent knew neither of the advertisement nor of the announcement, and that neither of them had come to his notice. The driver collected no tickets, and was unable to see that tickets had been used. It was contended for the appellant that, because of the advertisement, the proviso to s. 61 (2) of the Road Traffic Act, 1930, could not apply by reason of s. 25 (1) (*b*) of the Road Traffic Act, 1934, and that the respondent caused or permitted the wrongful use of the vehicle. It was contended for the respondent that no separate fares were charged, that the coach was therefore not used as a stage carriage, and that the respondent knew neither of the advertisement nor of the use to which the coach was to be put. The justices held that the coach was not used as a stage carriage, but for the conveyance of a private party on a special occasion, and that the advertisement, as the respondent did not know of it, did not come within s. 25 (1) (*b*) of the Act of 1934.

LORD HEWART, C.J., said that the rather complicated legislation on this point really, when carefully examined, left no room for doubt. A stage carriage was defined in s. 61 (1) (*a*) of the Act of 1930 as a vehicle used to carry passengers for hire or reward at separate fares. Various questions arose and various decisions were given, and afterwards s. 25 of the Act of 1934 was enacted to make plain what conditions were to be fulfilled if the occasion was to be special and the party to be private. There were a series of conditions, all of which had to be fulfilled, in particular, that the journey must be made without previous advertisement. He (his lordship) would deal with the case on the footing that it had been contended below that the respondent had caused the vehicle to be used as a stage carriage because he closed his eyes. Reliance had been placed by the appellant on *Goldsmith* v. *Deakin*, 50 T.L.R. 73. That judgment meant, when read as a whole, that, in circumstances in which the owner of a vehicle was put on inquiry, if he refrained from making inquiry, and an offence was committed, the fair inference might be that he permitted the offence to be committed. In the present case, he (his lordship) was surprised at the finding that no separate fares had been paid and that the coach was therefore not used as a stage carriage. It was argued that, because there was a work ticket, the respondent must have known that there were going to be separate payments and that the vehicle was going to be used for a private party and a special occasion, and that he ought to have gone further and made more inquiries, and that the inference was that he had deliberately refrained from making inquiries the results of which he might not have cared to hear. In his (his lordship's) opinion, that was putting the

matter too high. The only element which prevented the use of the vehicle from being innocent was the advertisement to the public. It was expressly found that of that one matter the respondent had not known. It was impossible to hold as a matter of law that the justices were bound to find that an offence had been committed, and the appeal must be dismissed.

COUNSEL: *H. Milmo*, for the appellant; *W. A. L. Raeburn*, for the respondent.

SOLICITORS: *Treasury Solicitor: A. J. Adams & Adams.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Appeals under the Ribbon Development Act.

Sir,—I have read Messrs. Hunter's report in your issue of the 23rd inst., of their clients' appeal to the Minister under s. 7 (4), of this Act, and would like cordially to support the last paragraph of it.

May I point out that under the proviso to sub-s. (4) the Minister must "publish a summary of the facts as found by him and the reasons for his decision?"

We still, I think, have to learn what construction the Minister will place upon the word "publish" and whether it will be limited to giving only the parties themselves the summary and the reasons for the decision.

Doubtless there will be many appeals on a multitude of points referred to him from all quarters of the country, and I would like to suggest that at convenient periods, say every three or six months, a concise summary of cases submitted to him and of his decisions on them would be of great value both to Local Authorities and to property owners, and their advisers, with a view to pooling general knowledge of the various factors and to securing some uniformity in practice, and, what is most desirable, saving some appeals.

I venture to draw attention to s. 41 (2) of the Housing Act, 1936, which in somewhat similar circumstances, limits the Minister to furnishing the appellant only with the reasons.

Cambridge. W. L. RAYNES.
25th January.

[A "Current Topic" on this subject appears at p. 86 of this issue.—ED., *Sol. J.*]

Books Received.

The Law Quarterly Review. Vol. LIII. No. 209. January, 1937. Edited by A. L. GOODHART, D.C.L., LL.D. London: Stevens & Sons, Ltd. 6s. net.

Paterson's Licensing Acts, with Forms. Forty-seventh Edition. 1937. By Sir JOHN PEDDER, K.B.E., C.B., and E. J. HAYWARD, O.B.E., Clerk to the Justices for the City of Cardiff. Crown 8vo. pp. cxxvi and (with Index) 1,696. London: Butterworth & Co. (Publishers), Ltd.; Shaw & Sons, Ltd. 22s. 6d. net. Thin paper, 3s. 6d. extra.

Procedure under the Rules of the Supreme Court (Poor Persons), 1925–1936, and List of Poor Persons' Committees. Second Edition, 1936. London: H.M. Stationery Office. 6d. net.

Practice at the Irish Bar. A Reading delivered before the Honourable Society of the Middle Temple by Mr. SERJEANT SULLIVAN, K.C. 1937. Demy 8vo. pp. 20. London: Sir Isaac Pitman & Sons, Ltd. 1s.

The Incorporated Accountants' Year Book, 1937. List of Members and Regulations. London: The Society of Incorporated Accountants and Auditors. 3s. net.

Parliamentary News.

Progress of Bills.

House of Lords.

Architects (Registration) Bill.
Read First Time. [26th January.
Beef and Veal Customs Duties Bill.
Read First Time. [27th January.
Firearms Bill.
In Committee. [27th January.
Public Records (Scotland) Bill.
Read First Time. [26th January.

House of Commons.

Beef and Veal Customs Duties Bill.
Read Third Time. [26th January.
Empire Settlement Bill.
Read Second Time. [25th January.
India and Burma (Existing Laws) Bill.
Read Second Time. [26th January.
Inheritance (Family Provision) Bill.
Read Second Time. [22nd January.
Livestock Industry Bill.
Read Second Time. [21st January.
Merchant Shipping Bill.
Read First Time. [21st January.
Ministry of Health Provisional Order (Bedford) Bill.
Read First Time. [25th January.
Ministry of Health Provisional Order (Colwyn Bay) Bill.
Read First Time. [25th January.
Ministry of Health Provisional Order (Ealing Extension) Bill.
Read First Time. [25th January.
Ministry of Health Provisional Order (East Hertfordshire Joint Hospital District) Bill.
Read First Time. [25th January.
Ministry of Health Provisional Order (Somerset and Wilts) Bill.
Read First Time. [25th January.
Ministry of Health Provisional Order (Wisbech Joint Isolation Hospital District) Bill.
Read First Time. [25th January.
Newcastle-upon-Tyne Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [26th January.
Regency Bill.
Read First Time. [27th January.
Road Traffic Bill.
Read Second Time. [22nd January.
Sheep Stocks Valuation (Scotland) Bill.
Reported, with Amendments. [21st January.
Unemployment Assistance (Temporary Provisions) (Amendment) Bill.
Read Second Time. [25th January.

Questions to Ministers.

COURTS OF SUMMARY JURISDICTION (SOCIAL SERVICES.)

Mr. VIANT asked the Home Secretary whether any steps have been taken, or whether it is proposed to take any steps, to carry out the recommendations of the Departmental Committee on the social services in the courts of summary jurisdiction; and is it his intention that any proposals arising from the report shall be considered by the House for approval before being adopted?

Sir J. SIMON: The report of this committee is receiving my careful consideration. A circular has already been issued by the Home Office to justices on the subject of matrimonial jurisdiction and steps have been taken to give effect to certain other recommendations of the committee which are of an administrative character. Some of the recommendations of the committee cannot be carried out without legislation and these would naturally require the approval of this House. [21st January.

HIGH COURT OF JUSTICE (OFFICIAL SHORTHAND WRITERS).

Mr. DOBBIE asked the Attorney-General whether the Government have reached any decision on the subject of official shorthand writing in the Royal Courts of Justice; and whether it is proposed to publish the report of the Honourable Mr. Justice Atkinson's Committee on this subject.

THE ATTORNEY-GENERAL (Sir Donald Somervell): I can only refer the hon. Member to the reply given by me to the hon. Member for Lowestoft (Mr. Loftus) on 2nd December, 1936 [80 SOL. J. 979], and to add that it is hoped to make a statement upon the matter at an early date. [25th January.

Societies.

Referees (Landlord and Tenant Act, 1927) Association.

Mr. S. P. J. Merlin, the chairman, presided at the fourth annual dinner of this Association, held at the National Liberal Club, on the 22nd January.

Mr. L. G. H. HORTON-SMITH, who proposed the health of the Bench, said that the great judges of the past had found worthy successors in the Association's guests. The county court judges were appointed because of their encyclopædic knowledge of the law, for they had to work largely without books. Parliament was proposing to increase their meagre salaries, and he asked Sir Robert Aske to see that the very small proposed increase was enlarged. They welcomed Judge Beazley back from the North of England. Recently, when upholding one of his Honour's judgments in the Court of Appeal, the Master of the Rolls had reminded his opponent: "You know that you are asking us to allow an appeal against Judge Beazley. The Court of Appeal has a high opinion of Judge Beazley as a very careful judge." Lord Justice Slesser had made trade union law and trade unions palatable, and had written the *Religio Laici* which, with Sir Thomas Browne's *Religio Medici*, would go down to posterity. The Lord Chief Justice was the greatest bulwark of the country against bureaucracy, and was a master of scholarship. In these days, when but few of the Bench and fewer still at the Bar had any idea of scholarship, Lord Hewart stood supreme, and he was a past master of that long-forgotten language, English.

LORD HEWART, Lord Chief Justice, replying, warned the audience of the effect which the associations of the room might have upon him in stirring memories of forty-six years ago when he first entered it. It would be a mistake to suppose that the magnificent office which he adorned, with its magnificent emoluments, subject to large reductions, precluded him from making a political speech. He vividly remembered a former Lord Chief Justice, Lord Ellenborough, who had sat on the front bench in the House of Lords and made many speeches and also interlocutory remarks. On a certain occasion when a member of the opposite party in the course of a speech had said, "Now, I put the question to myself," Lord Ellenborough had interjected perfectly audibly, "And a damned silly answer you'll get!" A little looseness was, he continued, of no great matter in a case concerning millions or hundreds of thousands of pounds, but when a judge dealt with the kind of sum which was involved in a county court case, and the kind of client to whom he had to administer, if not justice, at any rate law, to whom the smallest sum was of very great moment, precision was indispensable. An enormous proportion of the country's population, fortunately for themselves, never even saw a High Court judge, and the phrase conveyed nothing to their minds. The county court judge, however, came home very closely to their business and their bosoms. It was therefore highly important that, whatever might be the delinquencies of the High Court, the county court bench should be flawless and perfect.

Judge T. E. HAYDON, K.C., also in reply, said that he was fortunate in knowing nothing whatever about the Landlord and Tenant Act. Nevertheless, the Association, in giving such a sumptuous banquet, had fully justified its existence. In thanking it for its kind hospitality, he wished it a long-continued sumptuary—or sumptuous career.

H. ST. JOHN RAIKES, K.C., proposing the health of the other guests, confessed to the trepidation of a bowler who faces a foreign team of which the greater part of the members are described as "A. N. Other." He saw, looking round him, certain county court judges of his acquaintance who had just as much, or as little, knowledge of the Act as most of the referees had. He also saw Lord Justice Slesser, wearing even a more pontifical expression than usual. Slesser, L.J., combined two admirable attributes. On the one hand, he delivered leading judgments to which even Lord Hewart had to bow at times, though not always; on the other hand, he allowed himself a certain poetic licence.

In reply to the toast, the Hon. A. E. A. NAPIER, C.B., announced that he appeared with his learned friend Mr. Cremlyn for "A. N. Others." For five or six years he had honestly tried to practise at the Bar, and had at least acquired something he had never since lost, a profound and sincere admiration for the functions of a judge. He would never forget the experience of coming, after the abstractions and unrealities of a prolonged and expensive education, into the courts of law and seeing something real going on, something which really mattered to the parties, and finding that the issue depended in the last result on the consistent and conscious effort of the judge to be fair to both sides and to "hear and determine according to law." It had nothing to do with the pomp and the robes, for when, as pupil and devil, he had gone into arbitrations he had found the same thing going on, and his admiration had been just as great. Now he had left the Temple to work at Westminster the happiest times he spent were in trying to do some little thing to smooth the path of those who were seeking or administering justice.

Mr. J. W. J. CREMLYN said that he regarded the Lord Chief Justice as a great Lancastrian and a great circuiteer. From the day when he had first met him in Manchester in 1904, he had regarded him as his greatest political hero. He had had the profoundest admiration for Lord Hewart's political ideals, and to-day he had come to realise that his lordship's liberality and broadness of mind in the field of politics were right and that his own views were constricted and entirely narrow and wrong. He considered that any landlord who had the value of his site increased by any agency, private or public, should pay compensation.

Lord Justice SLESSER then proposed the health of the Referees' Association, and took credit for creating the referees through the stand which he, with some political friends, had made in committee against the original idea of the Bill, which had been to administer the compensation of tenants by means of a staff of insignificant referees appointed from among the assistant clerks of the Home Office. He had succeeded in wresting from one "Jix," later known as Lord Brentford, the present constitution of the panel of referees. The Association would no doubt acquire great traditions. The contact which its members maintained among themselves would enable them to establish a certainty of principle to apply to the difficult cases which came before them. It was a very valuable thing for the administration of the Act that they should meet together, and a still more valuable thing that they should invite their friends to such an excellent dinner as the present one.

Mr. MERLIN hoped, in reply, that Lord Justice Slesser would never have cause to alter his attitude towards the referees when their cases came before him in the Court of Appeal. In 1928 the panel of fifty-seven referees had been appointed to administer the Act. It had been composed of eminent surveyors, affluent solicitors, and impecunious but hard-working barristers. These had been distributed all over the country, one for each of the fifty-seven county court circuits. The familiar number was probably a mere coincidence. Sir Willes Chitty, their first chairman, whose loss they so deeply deplored, had been largely responsible for the formation of the Association. "Master" Chitty, as many referees were still apt to call him, having recollections of his work in the Bear Garden, had at once foreseen that, unless the referees had some central guidance and interchange of views concerning the Act with its very novel principles, they would never have any uniformity of interpretation, and he had therefore proposed that an association be formed. The questions that referees had to try were by no means simple and easy—e.g., what is goodwill? The room was full of it, but no one could define it. Those who wished to understand the meaning of adherent goodwill had better consult Mr. Horton-Smith during the current year, and they would receive his variable, valuable and vacillating opinion.

Mr. S. CARLILE DAVIS also replied to the toast, and said that the referees were called upon to decide very difficult questions, and that they gave undivided attention to the arguments which were submitted to them. He also welcomed Mr. Patrick Howling, who was for ten years the honorary secretary of the Town Tenants' League, an association conducting a campaign in favour of the passing of such an Act as the Landlord and Tenant Act. The presence of so many distinguished guests at the dinner gave the members of the Association a new lease of life and encouraged the referees to discharge their duties well in the future.

Dublin Law Students' Debating Society.

A meeting of the Society was held in King's Inns on Tuesday, 19th January, with Mr. Comyn, B.L., in the chair. The purpose of the meeting was to hold a legal debate, namely: "*Gibbins* v. *Proctor*, 64 L.T. 594." Mr. McDermott opened for the plaintiff, being followed by Messrs. Peart, Bradfield-England, and Miss McCurtin; while Mr. Mason replied for the respondent, being supported by Messrs. McDevitt (Auditor), Neville and Jennings. The Chairman, after hearing lengthy arguments and citation from both sides, dismissed the appeal.

Gray's Inn.

GRAND DAY.

Thursday, 21st January, being the Grand Day of Hilary Term at Gray's Inn, the Treasurer (Lord Atkin) and the Masters of the Bench entertained at dinner the following guests: Viscount Halifax, Viscount Sankey, Lord Hewart (Lord Chief Justice of England), Lord Russell of Killowen, Lord Wright (Master of the Rolls), Lord Davies, The Hon. W. Ormsby-Gore, M.P. (Secretary of State for the Colonies), His Honour A. W. Bairstow, K.C. (Treasurer of the Hon. Society of the Inner Temple), Colonel Sir Watkin Williams-Wynn, Sir Josiah Stamp, Sir William Bragg, O.M. (President of the Royal Society), Professor P. H. Winfield and Dr. C. K. Allen (Warden of Rhodes House, Oxford).

The Benchers present, in addition to the Treasurer, were: Sir Dunbar Plunket Barton, K.C., Mr. Edward Clayton, K.C., Sir Montagu Sharpe, K.C., Lord Thankerton, Lord Greenwood, K.C., Mr. Bernard Campion, K.C., Mr. A. Andrewes Uthwatt, Mr. Justice Hilbery, Mr. Noel Middleton, K.C., Sir Albion Richardson, K.C., Mr. R. Warden Lee, The Very Rev. W. R. Matthews, Sir Shadi Lal, Mr. A. D. McNair, and the Preacher (Canon F. B. Ottley).

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 19th January (Chairman, Mr. Godfrey Roberts), the subject for debate was: "That the Public Order Act is an unwarrantable interference with the liberty of the subject and freedom of speech."

Mr. H. R. Miller opened in the affirmative; Mr. H. Peck opened in the negative. The following members also spoke: Messrs. P. W. Iliff, L. E. Long, R. Landman, W. M. Pleadwell, J. R. Campbell Carter, G. Russo, Q. B. Hurst and J. S. Blair. The opener having replied, and the Chairman having summed up, the motion was lost by eight votes. There were twenty members and six visitors present.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 26th January (Chairman, Mr. G. M. Parbury), the subject for debate was "That the rule in *Rylands* v. *Fletcher* should be applied to drivers of motor cars." Mr. Piffe-Phelps opened in the affirmative; Mr. Selby opened in the negative. Mr. Doggett seconded in the affirmative; Mr. Smalley seconded in the negative. The following members also spoke: Messrs. Buckmaster, Iwi, Lang, Russo, Batten, Graham, White, Elphinstone and Dr. Cohn. The motion was lost by one vote. There were twenty-seven members and six visitors present.

The Hardwicke Society.

A meeting of the Society was held on Friday, 22nd January, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. J. A. Petrie, in the chair. Mr. T. F. Southall moved: "That the young men of to-day are serving the best interests of their country by refusing to enlist in the Army." Captain Norman Edwards opposed. There also spoke Mr. A. C. Douglas, Mr. Bucher, Mr. A. Ankorian, Mr. Picarda, Mr. G. E. Llewellyn-Thomas (Hon. Treasurer), Mr. Grieves, Mr. Lewis Sturge (Hon. Secretary), Mr. Newman Hall, Mr. Harper, Mr. J. A. Petrie (President), and Mr. Wellwood. The Hon. Mover having replied, the house divided, and the motion was lost by ten votes.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room, on Wednesday, the 20th January, at 8.15 p.m. the President (Mr. S. R. Lewis) being in the chair. Mr. A. Sandilands proposed the motion:—"That a measure of Home Rule should be granted to Wales and Scotland." Mr. W. Russell Lawrence opposed and the Hon. Secretary, Mr. Irwin and Mr. Oakes also spoke. Mr. Sandilands replied. Upon a division the motion was lost by six votes.

A meeting of the Society was held at the Middle Temple Common Room on Wednesday, the 27th January, at 8.15 p.m., the President (Mr. S. R. Lewis) being in the chair. Mr. N. T. Fedrick proposed the motion "That this House disapproves of the policy of His Majesty's Government in relation to the distressed areas." Mr. J. G. Baker opposed, and the Vice-President, Mr. Hurle-Hobbs, Mr. Ingram, Mr. Russell-Clarke, Mr. Sandilands, Mr. Buckland, Major Buller, Mr. Hunter and Mr. Grier also spoke. Mr. Fedrick replied. Upon a division the motion was carried by 4 votes.

University of London Law Society.

Professor Winfield, of Cambridge, delivered a lecture to the members, at Gower Street, on Tuesday, 26th January, of the University of London Law Society, on "The Law and Ethics." He said that one of the difficulties of trying to arrive at a true conclusion was that different terms or words such as "malice" were not only used in a different sense among lawyers in contradistinction to that of the lay mind, but that many other words in the ordinary common parlance of the courts were used sometimes in a different sense according to the type of action with which the words were concerned.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, 18th January, at 8 p.m. Mr. S. E. Redfern proposed the motion: "That in the opinion of this house we are uncivilised." Mr. H. W. Sharp opposed. Messrs. Bartholomew, Vine Hall, Miss Colwill, Messrs. Burke and McQuown also spoke, and Mr. Redfern replied. The motion was put to the house and carried by eleven votes to four. There were sixteen members present.

A meeting of the United Law Society was held in the Middle Temple Common Room, on Monday, the 25th January, at 8 p.m. Mr. H. S. Palmer proposed the motion: "That this house views the new Divorce Bill with concern." Mr. S. A. Gibbons opposed. Messrs. McQuown, Kent, Everett, Hill, C. W. Pritchard, Holford, Egerton (a visitor), Ball and Bartholomew also spoke, and Mr. Palmer replied. The motion was put to the house and lost by nine votes to three. Attendance fourteen and one visitor.

Legal Notes and News.

Honours and Appointments.

Mr. VERNON LAWRENCE, Solicitor to Glamorgan County Council, and County Prosecuting Solicitor for Glamorgan, has been appointed Clerk to Monmouthshire County Council, in succession to the late Mr. Thomas Hughes. Mr. Lawrence was admitted a solicitor in 1933.

Mr. NORMAN C. E. MOSES has been appointed Clerk to the Abercarn Urban District Council. Mr. Moses was admitted a solicitor in 1934.

Notes.

Mr. W. Mackay Lennox, solicitor, of Kilsyth, who has held the position of Town Clerk of Kilsyth since 1907, intimated his resignation at a meeting of the Town Council. He succeeded his father, who was appointed in 1881, so that father and son have held the office for the past fifty-five years.

Mr. Mackenzie King, the Prime Minister of Canada, has announced the appointment to the Senate of Mr. Adrian Knatchbull-Hugessen, K.C., of Montreal, in place of the late Senator Smeaton White. Mr. Knatchbull-Hugessen, who is a son of the first Lord Brabourne, was educated at Eton and McGill University.

There was a loss of £5,838 on the Bankruptcy and Companies (Winding-Up) Proceedings Department of the Board of Trade, during the year ended 31st March last. A Parliamentary paper (76), which has just been issued, states that the income totalled £203,387 and the expenditure £209,225. The balance in hand was reduced from £102,037 to £96,199.

The Incorporated Society of Auctioneers announces that a lecture will be given on the Landlord and Tenant Act, 1927, by Mr. S. P. J. Merlin, Barrister-at-Law, Chairman of the Referees (Landlord and Tenant Act, 1927) Association, at the Society's headquarters, 34, Queen's Gate, South Kensington, S.W.7, on Tuesday, 2nd February, at 7.30 p.m.

The Christ Church Law Club will be holding its second annual dinner on Monday, 31st May next, at the Café Royal, London. Among the guests will be the President, The Rt. Hon. Sir Thomas Inskip, K.C., M.P., Sir Maurice Gwyer, K.C.B., etc. Further particulars can at present be obtained from Mr. S. N. Grant-Bailey, 7, Fig Tree Court, Temple, E.C.4. Telephone Central 8589.

A Sessional Evening Meeting of the members of The Auctioneers' and Estate Agents' Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 4th February,

at 7 p.m., when Dr. L. Dudley Stamp, B.A., D.Sc., A.K.C., F.R.G.S., Director of Land Utilisation Survey of Britain, University of London, will deliver a paper entitled "The Land Utilisation Survey of Britain."

A meeting of the Solicitors' Managing Clerks' Association will be held on Friday, 5th February, in the Middle Temple Hall, by kind permission of the Benchers, when Mr. Wilfred Dell, Registrar of the Mayor's and City of London Court, will deliver a lecture on "The new County Courts Act and Rules." The Chair will be taken at 7 o'clock precisely by Sir H. Holman Gregory, K.C., Recorder of the City of London.

Mr. Eustace Fulton, formerly Chairman of the Central Criminal Court Bar Mess and Senior Treasury Counsel at the Old Bailey, was the guest of honour at a dinner of past and present members of the Central Criminal Court Bar Mess, held on the occasion of his appointment as Chairman of London Sessions, at the Café Royal, on Wednesday, 27th January. Mr. G. D. Roberts, Senior Treasury Counsel at the Central Criminal Court, was in the chair.

On the two grounds of efficiency and economy an important change in the organisation of the work of the Canadian Government has become effective. A Department of Transport has been set up, with Mr. C. D. Howe as minister in charge, replacing the Departments of Railways and Canals and Marine and taking over the civil aviation branch from the Department of National Defence. The consolidated services cover 3,941 full-time civil service positions, 1,018 seasonal positions and 542 part-time jobs, with an annual wage and salary roll of about £1,400,000.

The University of London announces that a course of two lectures on "Public Aspects of Finance" will be given at the London School of Economics (Houghton Street, Aldwych, W.C.2), by Prof. D. H. Macgregor, M.C., M.A. (Drummond Professor of Political Economy in the University of Oxford), at 5 p.m., on Thursdays, 18th and 25th February. Syllabus: Lecture I—Expenditure and Policy. Lecture II—Reserve and Fructification. At the first lecture the chair will be taken by Sir Josiah Stamp, G.C.B., G.B.E., D.Sc., LL.D. The lectures are addressed to students of the University and to others interested in the subject. Admission free, without ticket.

At the anniversary meeting of the Faculty of Advocates, held in the Advocates' Library, Parliament House, Edinburgh, recently, says *The Times*, the Dean, Mr. James Keith, K.C., who presided, announced that the King had consented to become supreme head of the Order of Honorary Members recently instituted by the Faculty, with the title of Sovereign Honorary Member. The Faculty officers were appointed as follows: Dean, Mr. James Keith, K.C.; Vice-Dean, Mr. James Stevenson Leadbetter, K.C.; Treasurer of the Faculty and of the Chalmers Trust, Mr. A. C. Black, K.C.; Keeper of the Library, Mr. R. Candlish Henderson, K.C.; Clerk, Mr. J. R. Wardlaw Burnet, K.C.; and Auditor, Mr. L. B. Bell, C.A.

Court Papers.

Supreme Court of Judicature.

Date.	Emergency Rota.	Appeal Court No. I.	Group I. Mr. Justice Eve. Witness Part I.	Mr. Justice Bennett. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
Feb. 1	Hicks Beach	Ritchie	*More	*Hicks Beach
,, 2	Andrews	Blaker	*Hicks Beach	*Andrews
,, 3	Jones	More	*Andrews	*Jones
,, 4	Ritchie	Hicks Beach	Jones	*Ritchie
,, 5	Blaker	Andrews	Ritchie	*Blaker
,, 6	More	Jones	Blaker	More

	Group I. Mr. Justice Crossman. Non-Witness	Mr. Justice Clauson. Non-Witness	Group II. Mr. Justice Luxmoore. Witness Part II.	Mr. Justice Farwell. Witness Part I.
	Mr.	Mr.	Mr.	Mr.
Feb. 1	Andrews	Blaker	Ritchie	*Jones
,, 2	Jones	More	Blaker	*Ritchie
,, 3	Ritchie	Hicks Beach	More	*Blaker
,, 4	Blaker	Andrews	Hicks Beach	*More
,, 5	More	Jones	Andrews	*Hicks Beach
,, 6	Hicks Beach	Ritchie	Jones	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 4th February, 1937.

	Div. Months.	Middle Price 27 Jan. 1937.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112	3 11 5	3 3 7
Consols 2½%	JAJO	82¾	3 0 5	—
War Loan 3½% 1952 or after	JD	104½	3 7 0	3 2 8
Funding 4% Loan 1960-90	MN	115	3 9 7	3 1 8
Funding 3% Loan 1959-69	AO	99½	3 0 4	3 0 6
Funding 2½% Loan 1956-61	AO	90½	2 15 3	3 1 3
Victory 4% Loan Av. life 23 years	MS	113½	3 10 6	3 3 4
Conversion 5% Loan 1944-64	MN	116½	4 5 10	2 8 3
Conversion 4½% Loan 1940-44	JJ	107½	4 3 9	2 17 4
Conversion 3½% Loan 1961 or after	AO	105⅝	3 6 3	3 3 3
Conversion 3% Loan 1948-53	MS	100⅜xd	2 19 7	2 18 8
Conversion 2½% Loan 1944-49	AO	99¾	2 10 1	2 10 6
Local Loans 3% Stock 1912 or after	JAJO	94¼	3 3 8	—
Bank Stock	AO	364½	3 5 10	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83½	3 5 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	93½	3 4 2	—
India 4½% 1950-55	MN	114	3 18 11	3 3 4
India 3½% 1931 or after	JAJO	95½	3 13 4	—
India 3% 1948 or after	JAJO	81½	3 13 7	—
Sudan 4½% 1939-73 Av. life 27 years	FA	116	3 17 7	3 11 3
Sudan 4% 1974 Red. in part after 1950	MN	114½	3 9 10	2 14 10
Tanganyika 4% Guaranteed 1951-71	FA	112	3 11 5	2 18 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	107	4 4 1	2 19 6
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91	2 14 11	3 2 8
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	109	3 13 5	3 6 7
Australia (C'mm'nw'th) 3% 1955-58	AO	96	3 2 6	3 5 2
Canada 4% 1953-58	MS	112	3 11 5	3 1 7
*Natal 3% 1929-49	JJ	100	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
*New Zealand 3% 1945	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	114	3 10 2	3 4 4
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	105	3 6 8	3 1 11
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	95	3 3 2	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	106	3 6 0	3 0 5
Leeds 3% 1927 or after	JJ	94½	3 3 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	80	3 2 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	93	3 4 6	—
Manchester 3% 1941 or after	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49	MJSD	99½	2 10 3	2 10 11
Metropolitan Water Board 3% "A" 1963-2003	AO	97	3 1 10	3 2 1
Do. do. 3% "B" 1934-2003	MS	97	3 1 10	3 2 1
Do. do. 3% "E" 1953-73	JJ	99	3 0 7	3 0 11
Middlesex County Council 4% 1952-72	MN	112	3 11 5	3 0 9
* Do. do. 4½% 1950-70	MN	115½	3 17 11	3 2 4
Nottingham 3% Irredeemable	MN	95	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	106½	3 5 9	3 3 4
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	110	3 12 9	—
Gt. Western Rly. 4½% Debenture	JJ	121½	3 14 1	—
Gt. Western Rly. 5% Debenture	JJ	132½	3 15 6	—
Gt. Western Rly. 5% Rent Charge	FA	131	3 16 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	131	3 16 4	—
Gt. Western Rly. 5% Preference	MA	125	4 0 0	—
Southern Rly. 4% Debenture	JJ	109	3 13 5	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	112½	3 11 1	3 5 3
Southern Rly. 5% Guaranteed	MA	131	3 16 4	—
Southern Rly. 5% Preference	MA	123	4 1 4	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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